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Rev. A. P. Peabody

with kind regards of
S. W. Belcher

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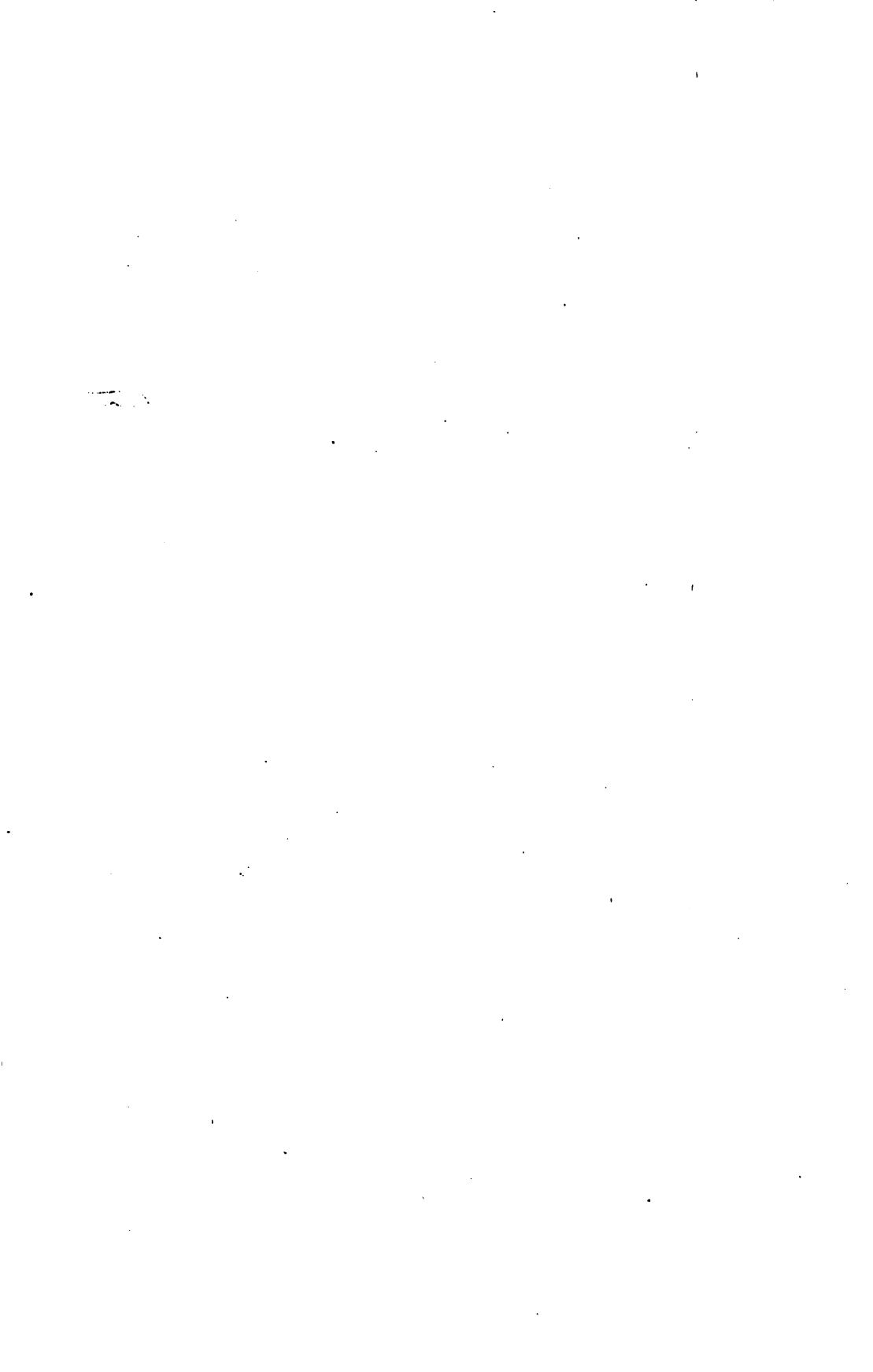
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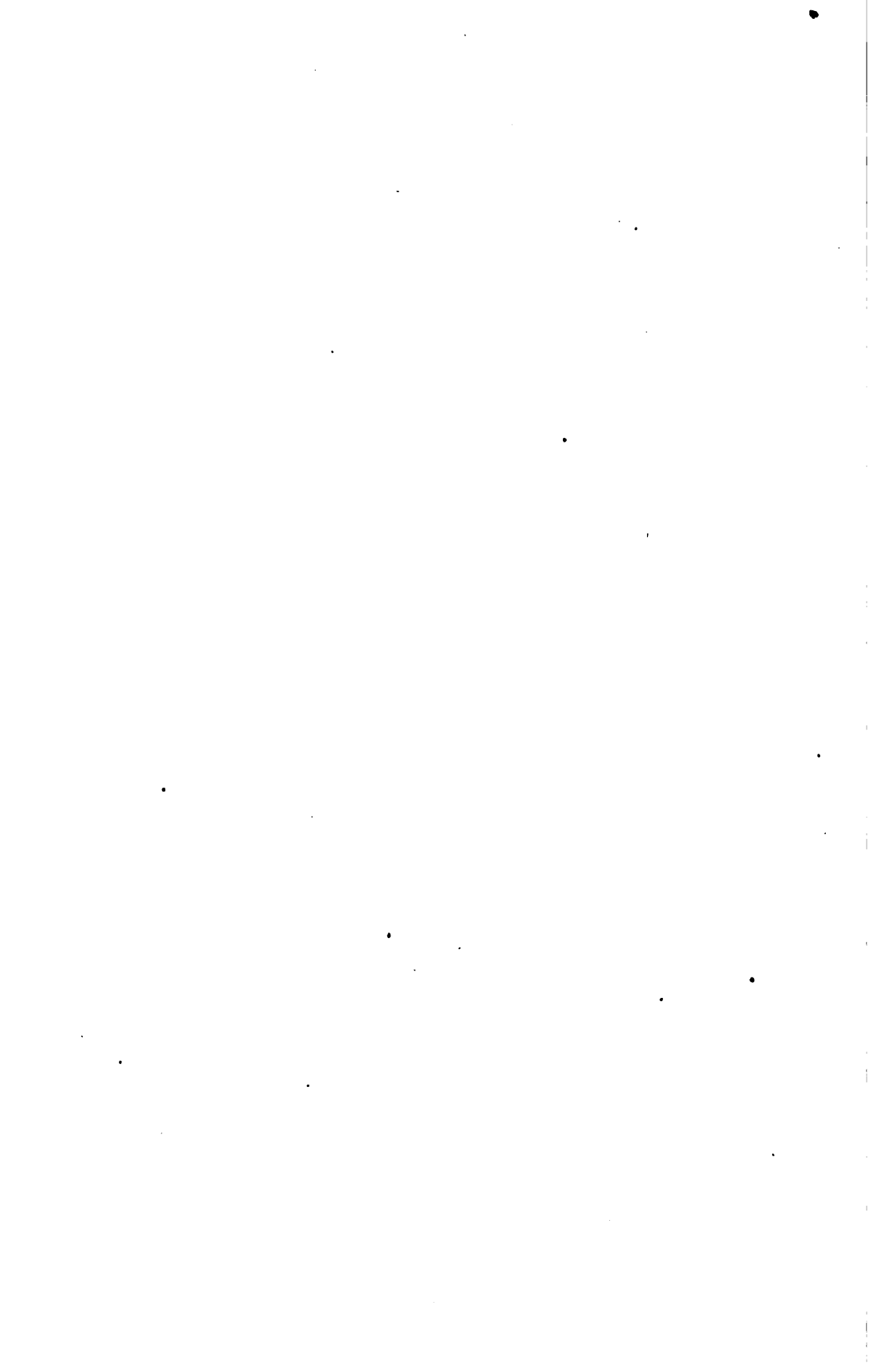
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2 November 1893.







City of Cambridge.

A BRIEF ACCOUNT

OF THE

F U N D S

THAT CAME FROM THE

ESTATE OF EDWARD HOPKINS

FROM THE REPORT OF THE

(1885)

SCHOOL COMMITTEE, OF CAMBRIDGE, *Mass.* —

FOR THE YEAR 1885.

Prepared by *John L. Seaver*



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Prof. A. L. ... (82)

A BRIEF ACCOUNT OF THE FUNDS RECEIVED FROM THE ESTATE OF EDWARD HOPKINS.

SINCE at this time the history of the Hopkins fund, and some knowledge of the worthy man who made this noble gift have an especial interest, it has been deemed fitting to put into this report a short sketch of his life and of the several funds that came from his estate.

In Barnard's History of the Hopkins Grammar School at Hartford, the following outline of the life and career of Mr. Hopkins is given:—

Edward Hopkins, whose beneficent life-work will be perpetuated beyond our times by the schools which his bequests have helped to found or maintain, was born near Shrewsbury, England, in 1600. He was educated in the Royal Free Grammar School of that town, and followed mercantile and commercial pursuits in London, by which he accumulated a considerable fortune. He became early in life a convert to the religious doctrines and observances of the Puritans, and in 1637 embarked his fortunes with a company of personal friends of the same faith, among whom were his father-in-law, Theophilus Eaton, and Rev. John Davenport, to find, if not a "refuge and receptacle for all sorts of consciences," at least an opportunity to worship God in their own way, and administer their civil affairs "more according to the rule of righteousness," than was then the fashion in the old world. After a brief sojourn in Boston, where he received many overtures to settle, he joined the settlement at Hartford, where his character and confidence in business immediately called him to share in the administration of public affairs. In the same year of his arrival his name is found among the "committee" at the general court at Hartford, and we can easily suppose that he took part in that assembly of 1638, by which the "inhabitants and residents of Hartford, Windsor, and Wethersfield did associate and conjoin themselves to be one Public State or Commonwealth," to "maintain and preserve the liberty and purity of the

Gospel of the Lord Jesus which we now profess," and in "civil affairs to be guided and governed according to such laws, rules, orders and decrees as shall be made, ordered and decreed," not by the king and council—not even by Royal Parliament, but by the General Court, elected by the whole body of freemen in which the "Supreme Power of the Commonwealth" was declared to reside. That constitution was the nearest approach to a republican and organized democracy,—a democracy in which the people, and the whole people of the several towns acted through representatives in a legislature, elected twice a year by all the inhabitants thereof—which the world had yet seen.

Mr. Hopkins was elected the first secretary of the colony of Connecticut, and deputy governor under the constitution of 1638, and succeeded Mr. Haynes as governor in 1640, and again in 1646, 1648, 1650, 1652 and 1654. In the alternate years he usually filled the office of deputy governor, and was frequently chosen assistant, and also one of the commissioners of the United Colonies. In this last capacity he signed, in behalf of Connecticut, the articles of Confederation in 1643, by which the colonies of Massachusetts, Plymouth, Connecticut and New Haven united for future help and strength under the name of the United Colonies of New England, and was president of that body, when a settlement was made with the Dutch in 1650. In 1640 he was one of the committee appointed to negotiate the purchase from Mr. Fenwick of the post and appurtenances at Saybrook. And, indeed, there was hardly a committee raised on "the foreign relations" of the colony with Massachusetts, the Dutch, or the Indians, in which he did not occupy a prominent place with Geo. Haynes, Capt. Mason, Mr. Whiting, and Wyllis. Like the other public men of the colony, in the intervals of public duties he was diligently engaged in business on his own account.

Governor Hopkins went to England in 1653, on the occasion of his brother's death, with the intention of returning to his family and friends in New England; but he was, soon after his arrival, made warden of the fleet, (an office filled by his brother at the time of his decease) commissioner of the admiralty, and member of parliament. Detained by these new duties, he sent for his family, and died in London in March or April, 1657.

By his will, dated London, March 7, 1657, after disposing of much of his property in New England in legacies, and particularly to the family of Rev. Mr. Hooker, his pastor, he makes the following bequests:—

"And the residue of my estate there (in New England) I do hereby give and bequeath to my father, Theophilus Eaton, Esq., Mr. John Davenport, Mr. John Cullick and Mr. William Goodwin, in full assurance of their trust and faithfulness in disposing of it according to the true intent and purpose of me, the said Edward Hopkins, which is to give some

encouragement in those foreign plantations for the breeding of hopeful youths both at the grammar school and college, for the public service of the country in future times."

"My farther mind and will is, that within six months after the decease of my wife, five hundred pounds be made over into New England, according to the advice of my loving friends, Major Robert Thomson and Mr. Francis Willoughby, and conveyed into the hands of the trustees before mentioned in further prosecution of the aforesaid public ends, which, in the simplicity of my heart, are for the upholding and promoting the kingdom of the Lord Jesus Christ in those distant parts of the earth."

For reasons which do not always appear on the face of the transaction, but which may be gathered from a knowledge of the relations of the trustees to certain controversies which then divided the town of Hartford and kept the two colonies in a ferment, the General Court of Connecticut, by sequestering the estate and by directing the payment of all the rents or debts, not to the trustees, but to the selectmen of the several towns where the property was situated, who were also held accountable to the General Court, delayed for six years its final settlement.

After the departure of Mr. Hopkins to England, differences of opinion as to discipline, baptism and church membership had grown up in the church at Hartford between the pastor, Rev. Samuel Stone, and Mr. William Goodwin (one of the trustees of Mr. Hopkins' will) the ruling elder, which in their progress not only rent his church, but involved all the neighboring churches, indeed almost every church in the colony. At the date of sequestering the estate, Mr. Goodwin and his friends had decided to withdraw from the church and from the jurisdiction of Connecticut, which they finally did, removing to Hadley in the spring of 1659. Mr. Cullick, who sympathized with Mr. Goodwin, removed to Boston in 1659. Mr. Davenport was known to sympathize with the "disaffected party," as Mr. Goodwin and his friends were called. In this state of things, it seems to have been the intention of the trustees in 1660 to divide the estate between New Haven and Hadley; but in the year following, an offer was made by them, through Mr. Goodwin, of an allowance of £350 to the General Court of the Colony of Connecticut upon these conditions:—

1. "That it be improved according to the mind of the donor, expressed in his will,
2. "That the court do also engage to remove all obstructions out of our way, that we may not be disturbed or hindered in the management of the estates according to our trust."

This offer was not accepted, and the order of sequestration was continued. In October, 1663, Governor Winthrop, Mr. Allyn, Mr. Wyllys, and Capt. Talcott, were appointed by the

General Court "to consider what is meet to be attended to in reference to Mr. Hopkins' estate, by him bequeathed to be improved for the promoting of learning, and to make report of their thoughts to the court." On the first of February, 1664, in reply evidently to a communication received from this committee, Mr. Goodwin insists on the removal, by the court, of all obstacles to the legal settlement of the estate, "the which if you shall decline to do betwixt this and the end of March next ensuing the date hereof, this tendery (of £350) is to be judged a nullity, and we shall forthwith endeavor the freeing of the estate elsewhere." This determination of the trustees to apply "elsewhere," (meaning thereby the English Court of Chancery, or direct application to the king for power of administration on the estate), and other considerations, were sufficient to induce the General Court at its next session, in May, 1664, to remove the restraint.

On the 13th of June following (1664) the surviving trustees, Rev. John Davenport, of New Haven, and Mr. William Goodwin of Hadley, signed an instrument under seal, by which, after allotting £400 to the town of Hartford for the support of a Grammar School, according to the will of the donor, they ordered that the rest of the estate should be, all of it equally divided between the towns of New Haven and Hadley, "to be in each of these towns respectively managed and improved toward the erecting and maintaining of a Grammar School in each of them, the management thereof to be in the hands of our assigns, only provided that one hundred pounds out of that half of the estate that Hadley hath should be given and paid to Harvard College." According to this agreement then made, the estate of Edward Hopkins in New England (after paying a few legacies to his friends) was divided, Hartford receiving £400, New Haven £312, Hadley £308, and Harvard College £100.

What became of the £500 which, upon the decease of Mr. Hopkins, was to come from Old England and to be devoted to the same purpose, namely "to give some encouragement in these foreign plantations for the breeding up of hopeful youths both at the grammar school and college for the public service of the country in future times," may be briefly told as follows. His widow died in 1699, having lived, as often happens to annuitants

to an exorbitant old age. She had survived all the trustees by more than thirty years. Daly, Mr. Hopkins' executor and residuary legatee, had also died. The executors of Daly's estate and his heirs at law claimed that, after all the just allowances made, there was not sufficient assets to pay the £500. It would seem also that New Haven, in spite of the pains taken by John Davenport to spread upon the town records the fact that there was still £500 to come, had lost sight of this money that was to be available upon the death of the widow of Edward Hopkins. Nothing was done to oblige the executors of the executor, Daly, to pay over the money or to account for its proper expenditure, until 1708, when a suit in chancery was begun in London by the "Society for the Propagation of the Gospel in Foreign Parts," asking that the £500 should be given to them to be used in New England, according to the purposes expressed in the will. In 1709 Harvard College also began a similar suit through its agent in London, Mr. Henry Newman, remitting him £40 to be used for that purpose. "On the 9th of July of that year the case came to a hearing and reference was made to a master in chancery to take account of the assets of the said Hopkins estate, liable to the said £500; and in case the said £500 should be recovered, it was ordered and decreed that the same should be paid and applied to the school and college in New England, for the breeding up of scholars there in the school and college, according to the will of the said Edward Hopkins. And in order thereto, the master was to examine witnesses or write to New England to be informed whether there was such a school or college there; and if not, then what school or college was there and on what purposes founded, and to state to this court how he finds the same."

On February 10th, 1710-11, the master reported that there were sufficient assets to pay the legacy, and that "there was about sixty or seventy years ago, and now is, a school and college at Cambridge in New England and called Harvard College; and that about ten years ago there was, and is, a small building made contiguous to the same, and called Stoughton College." On the 7th of March following, his lordship, the Head Keeper Harcourt, decreed that the £500 with interest from June 10th, 1700, to this date, being six months from the death of Anne Hopkins, should be laid out in a purchase of lands in New England, in the

name of the corporation for the Propagation of the Gospel, but the trust be recorded in the deeds to be for the benefit of the college and grammar school at Cambridge in New England. A final decree, however, was made March 20th, 1712-13, in which it was ordered that the money should be invested in lands in the name of 21 trustees, of whom Joseph Dudley was the first mentioned. In accordance with this decree, the £500, with interest added from January, 1700, was sent to Samuel Sewall, one of the trustees, who, by the decree, was appointed treasurer. He records, July 15th, 1715, the receipt of a letter from Sir William Ashurt, bringing the remittance of Mr. Hopkins' legacy. He charges himself with £1104, 8s. 2d., which was the legacy sent over, and with £147, 5s. more for difference between 15d. and 17d. weight, making £1251, 13. 2d. in all.

This disposition of the remaining £500 gave rise in later years, as is well known to many, to a sharp and almost personal controversy. We have neither a desire nor a willingness to enter into the merits of that question here: still it is a part of the history of those funds that came to the college and the grammar school at Cambridge, and if there are those who desire to know more about it they are referred to a review of Quincy's History of Harvard University by one of the professors of Yale College in the Biblical Repository for 1842 and also to an Historical Address by Leonard W. Bacon on the two hundredth anniversary of the founding of the Hopkins Grammar School at New Haven, delivered July 24, 1860.

These trustees purchased from the Natick Indians in 1715 9,266 acres of land and the General Court added, by gift, 8,000 acres more. These lands the trustees leased; but so much trouble came from the non-payment of rents and disputes about the terms of the leases that, in 1832, in accordance with a resolve by the General Court, they were paid \$8,000 from the state treasury. The tenants of Hopkinton and Upton, in consideration of the release of all claims upon them by the trustees, also paid them \$2,000 more. This tract of land was incorporated in 1775 as the town of Hopkinton. The trustees received an act of incorporation in 1827. From the proceeds of the rentals from these lands the trustees of the Hopkins Funds made their first payment to Harvard College for divinity students and for "deturs"

in 1627 of £95, 12s. 6d.; and also their first payment to the Grammar school at Cambridge at the same time of £42, 3s. 6d.

From then until now the college has received payments from these funds; and the Grammar school as well, until the trustees in 1839, in accordance with an act passed by the General Court, of that same year, established a separate school called the "Hopkins Classical school," from which time the payment to the Grammar school ceased. This Hopkins school was not opened until 1840. It was provided by the board of visitors, consisting of the president and fellows of the college and the minister of the First Church, that "the literary attainments for admission to said school shall, until further order of this board be the same as those required for admission to the Latin School of Boston." [See page 244-2, Harvard College Papers, Second Series, Vol. IX, 1838-40]. The school was first taught in a building in the college grounds near Boylston Hall. In 1841 it was removed to a building on Main street near Dana. It was discontinued in 1854. At that time an agreement was entered into between these trustees and the City of Cambridge, which had been authorized by the act of 1839. This agreement states that whenever these trustees discontinue their school established by the act of 1839, they "shall annually pay to the City of Cambridge the one-fourth part of the income from their funds on condition that the money so paid over shall be subject to the order of the School Committee of said city, to be by them appropriated exclusively to the improvement of the means of classical instruction in the High school under their charge." This agreement is still in force, but can be terminated at the will of the trustees of the Hopkins Fund whenever they re-open the Hopkins Classical School.*

The teachers in the Hopkins school from its beginning in 1840 to its close in 1854 were John B. Henk, from September, 1840, to September, 1841, Edmund B. Whitman, from September, 1841, to July, 1854.

*See the Records for 1854, Board of Aldermen, Vol. H, Page 225.

The following amounts have been received by the Treasurer of the city of Cambridge from the Trustees of "The Hopkins Charity Fund" in each year from 1855 to 1885 inclusive:—

1855.....	\$300.00	1870.....	\$894.00
1856.....	568.00	1871.....	899.81
1857.....	477.78	1872.....	838.00
1858.....	466.67	1873.....	931.69
1859.....	434.66	1874.....	937.69
1860.....	432.87	1875.....	958.93
1861.....	493.06	1876.....	920.51
1862.....	450.82	1877.....	846.34
1863.....	476.42	1878.....	778.43
1864.....	587.41	1879.....	783.00
1865.....	860.52	1880.....	767.72
1866.....	831.58	1881.....	770.07
1867.....	888.89	1882.....	783.96
1868.....	874.19	1883.....	779.62
1869.....	892.46	1884.....	760.87
1885.....			\$777.20

The names of those who have had the title of "Hopkins Classical Teacher," which has been given to one of the classical instructors in the High school by the school Committee since they began to receive this money, are embraced in the following list:—

William J. Potter.....	from August	1854 to August	1856.
Osgood Johnson.....	from August	1856 to April	1857.
William F. Bradbury ...	from April	1857 to April	1857.
L. R. Williston.....	from April	1857 to April	1862.
W. J. Rolfe.....	from April	1862 to September	1865.
Lucy E. Shepard.....	from September	1865 to December	1865.
William F. Bradbury.....	from December	1865.	

Some of the above were also Head masters of the school at the same time.

The Old Grammar School at Cambridge.

In "New England First Fruits:" "In respect first of the Conversion of some, Conviction of divers, Preparation of sundry of the Indians; second, of the progress of Learning in the Colledge at Cambridge, in Massachusetts Bay, with divers other special matters concerning that country,"—a pamphlet published in London in 1643,—there appears this passage: "And by the side of the Colledge [is] a faire Grammar Schoole, for the training up of young Schollars, and fitting of them for Academicall Learning, that still as they are judged ripe, they may be received into the Colledge: of this Schoole Master Corlet is the Mr. [master]." Just when this school was started is not known. It has been stated that it was the first school to be established in the

colonies, slightly antedating the Boston Latin School, which was begun in 1635.* But the records are not clear on this point. Before the publication of the "New England First Fruits," "Mr. Corlet," says Paige in his History of Cambridge, "had taught sufficiently long to have acquired a high reputation for skill and faithfulness." The first Cambridge schoolmaster was evidently a man of no ordinary parts. The writer of "New England First Fruits" said of him: "He has very well approved himself for his abilities, dexterity, and painfulness in teaching and education of the youth under him." And we have the testimony of Cotton Mather, that "our colledge and country have received so many of its worthy men," from his education, "that he is himself worthy to have his name celebrated in no less a paragraph of our church history." Mather ascribed the learning of New England to Master Cheever of the Boston Latin School and Master Corlet, and in his "essay on the memory of my venerable master Ezekiel Cheever," which formed an appendix to his funeral sermon upon Cheever delivered in 1708, praised the work of the Cambridge schoolmaster along with the Boston master's in these lines:—

"Tis Corlet's pains, and Cheever's, we must own,
That thou, New England, art not Scythia grown."

Corlet was born in London in 1609 and when 17 years of age, was matriculated as student of Lincoln College, Oxford. Precisely when he came to New England and settled in Cambridge no record discovered shows; but it was sometime before 1643, when the writer of the "New England First Fruits" found him teaching the "faire Grammar Schoole" here. He was admitted a freeman in 1645. Among his literary achievements was a sketch of the life and character of Thomas Hooker, in Latin Hexameter and Pentameter verse, which is printed in Cotton Mather's *Magnalia*. His son, Ammi Ruhammah, was one of the four graduates of Harvard in 1670, and afterwards was a fellow of the college. President Felton, in his address on the occasion of the dedication of the Washington Grammar School building in Brattle Street, June 5, 1852 (from which the foregoing sketch of the first schoolmaster is condensed) says of Corlet "his character and

*See President Felton's address at the dedication of the Washington Grammar School building on Brattle Street, in the Cambridge Chronicle, June 5, 1852.

scholarly acquirements were held in high esteem by our fathers." After his death, which occurred February 25, 1686-7, at the age of 78, Rev. Nehemiah Walter "to express his estimate and honor to the memory of so deserving a person, published an Elegy done in blank English verse, beginning with a modest Apology for it appearing in that Form and in that Language."*

Corlet was master of this first grammar school for nearly fifty years, his service closing with his death. He taught both English scholars and Indians, fitting them for the college. In 1659, it is related in a letter of the "Commissioners of the United Colonies," to the corporation in England: "There are five Indian youths at Cambridge in the Lattin Schoole, whose dilligence and proficiency in their studdies doth much encourage us to hope that God is fitting them and preparing them for good instruments in this great and desirable worke; we have good testimony from those that are prudent and pious, that they are dilligent in their studdies and civell in their carriage; and from the Presedent of the Colledge wee had testimony in a letter directed to us the 23d of August, 1659, in these words: "The Indians in Mr. Corlett's scoole were examined oppenly by my selfe att the publicke commencement; concerning their growth in the knowledge of the Lattin tounge, and for their time they gave good satisfaction to my selfe and also to the honoured and Reverent Overseers." One Indian out of the number prepared for the college, graduated, by name Caleb Cheeshahteaumuck. He died in 1666, the year following his graduation. The school grew slowly, the number of scholars continued steadily small, and the master met many discouragements. He could not support himself upon the stated fees received from tuition and, says Paige, "the town had frequent occasion to supply the deficiency by special grant. In 1648, 'it was agreed at a meeting of the whole town, that there should be land sold of the common for the gratifying of Mr. Corlett for his pains in keeping a school in the town, the sum of ten pounds, if it can be attained; provided it shall not prejudice the cow common.' Forty acres of land on the south side of the river were sold for this purpose to Mr. Edward Jackson. Again, January 29, 1654-5, 'the town consented that twenty pounds should be levied upon the inhabitants

*From Prince and Foxcroft's sketch of Rev. Nehemiah Walter's life, prefixed to his "Discourses on the Whole LVth Chap. Isaiah." Boston, 1755, page iv.

and given to Mr. Corlett, for his present encouragement to continue with us.' March 25, 1662: "the townsmen taking into their consideration the equity of allowance to be made to Mr. Corlett, for his maintenance of a grammar school in this town, especially considering his present necessity by reason of the fewness of his scholars, do order and agree that ten pounds be paid to him out of the public stock of the town.' November 14, 1684, 'Voted on the affirmative that Mr. Elijah Corlett shall be allowed and paid out of the town rate, annually, twenty pounds, in so long as he continues to be schoolmaster in this place.' The colony also interposed for his relief, and having previously made similar grants, on the 7th of November, 1668, 'In answer to the petition of Mr. Elijah Corlet, the court having considered the petition, and being informed the petitioner to be very poor, and the country at present having many engagements to satisfy, judge meet to grant him five hundred acres of land where he can find it, according to law.'" In acknowledging a previous grant of land from the general court, and at the same time favorable action upon a petition for relief of himself and Richard Cutter, his brother-in-law, who felt aggrieved at a decision of the county court in 1659, Mr. Corlet presented his thanks, offering to the magistrates of the county court, who were also members of the general court, in the following quaint epistle: *

Much honoured, Mr. Deputie Governour, Major Willard, Mr. Russell, and Mr. Danforth :
 Elijah Corlet, who was latelie your worps humble petitioner at the general court in my own behalfe for land ; very thankfull and humble, I acknowledge the great favour and good will of that court unto mee (any your Worps my good friends therein) conferring upon mee 200 acres of land. As alsoe touching my petition in the behalfe of Ric. Cutter, referred to the full and finall decision of this honoured court ; I most humble and thankfullie acknowledg your Worps favour in your remarkeable gentlenes and very tender dealinge with a sad, afflicted, weake man, inconsiderate and rash sometimes, &c ; your goodnes towards him will, I hope, have a good effect upon him to mollifie his heart, and the influence of your good advice you left with him, to moderate his spirite. Soft meanes many times effects what rigour cannot ; and mercie rejoiceth against (exulteth over) judgment. Elijah Corlett humble bleaseth God for you : who cause judgment to run down our streets like water ; where mercie likewise has its current. Thus heartilie wishing and praying for your happlenes and welfare in the Lord, he ever remaines acknowledging himself your Worps most obedient humble servant.

ELIJAH CORLETT.

The "faire Grammar Schoole" was probably established in a house which stood on a lot of land, about a quarter of an acre in size, owned by President Dunster, when the writer of "New England First Fruits" referred to it as "by the side of the college." The first building built especially for the school was placed in

*See Paige's History of Cambridge.

this lot, its site being in the rear of the present Holyoke House on Holyoke street. This was completed about the year 1648, in accordance, probably, with articles of agreement "between Henry Dunster and Edward Goffe on the one party, and Nicholas Withe and Richard Wilson, Daniel Hudson, masons, on the other party."*

By this agreement the three masons undertook (1) "to get at Charlestowne Rock one hundred and fifty load of rock stone, and to lay them in convenient place whence they may be fetched with carts, and that betwene this present third month, 1647, and the tenth of the ninth month next ensuing, for the which stones Henry Dunster and Edward Goffe covenant to pay to us sixe pence the load." Then they were to (2) "wal or lay the said stones in wale for twelve pence the yard, so long as we lay any side of the said wall within the ground, and the other answering wals at the same price until they come to the hight of the wal that lieth within the ground, albeit that these wals should ly both sides of the ground to the open ayre, and that wee will measure all this cellar or in ground wall within the house. (3) We will lay in wal the saide stones above ground a foote and a halfe thick at the least, at the middle story, and so proportionally gathering in until it end in the wal plats or eaves, about a foote thick, for eighteen pence a yard, making in the said aboveground wals, where Henry Dunster or Edward Goffe shal apointe, convenient dore ways, arched overhead, and windowe spaces as we shal be ordered and directed for timber windowes to be put in as we goe up with the wal, one of which said dore ways, and as many window spaces as shal bee judged convenient, we will alsoe make in the cellar wall as we shal be directed. (4) We will erect a chimney below, ten foote wide within the jaumes, and another in the rome above, eight foote $\frac{1}{2}$ wide within the jaumes, in the place where we shal be directed, whereof if the jaumes be different from the wal of the house we will receive eighteene pence a yard for as much as we wal with stone, and ten shillings a thousand for what square bricke we lay, and sixteene shillings a thousand for the bricke that appear out of the rooffe. (5) The said Henry Dunster and Edward Goffe are to prepare and lay on the ground in redines, within forty or at most fifty foote

*See Paige's History of Cambridge.

of the aforesaid cellar, al the aforesaid bricke and rock stones; but the saide bricke, as many as shal need to be cut, are to be done by the sayde masons. The convenient planckes alsoe and the poles for staging are to be laid in redines by the said Henry and Edward, and the stages to be made by the said masons. (6) The two gable ends of the foresaide wals or schole-house shall be wrought up in battlement fashion, at the prize of eightene pence a yard, as above said. (7) The aforesaid masons by these presents covenant that they will lath the rooffe of the aforesaid schole-house and tile the same at sixe shillings the thousand the tile. (8) The said masons covenant to perfect the saide worke that is herein mentioned before the first of the sixth month that shal be in the yeare one thousand sixe hundred and forty-eight, provided the said Henry Dunster and Edward Goffe procure all the materials requisite of stones, brick, timber, clay, lime, sand, and the sayde materials lay in convenient place. (9) It is the true intent and meaning of both partyes that al pay specified in these writings should be such as is received of the inhabitants and neighbours of the town of Cambridge, provided it bee good and merchandible in its kind, whether corne or cattile, and to goe at such rates as now it is payable from man to man when the aforesaid masons take the aforesaid worke, that is to say, Wheat at 4s. Ry at 3s 6d. Indian at 3s. Pease at 3s 6d. Barly at 4s 6d a bushell. This agreement was signed for on their parts by Henrie Dunster and Edward Goffe; and "sealed, signed, indented, and delivered in presence of Richard Hildreth."

This school house, built by private enterprise, did not come into possession of the town, apparently, until 1660. It appears from the Records, under date of Feb. 10, 1655-6, that Mr. Dunster "made propositions to the townsmen for the acquitting and discharging of forty pounds upon the account of his outlaying for" it, which they did not "yield to"; but, on Nov. 10, 1656, the town agreed that a rate should be made to the value of £108, 10s "and levied of the several inhabitants for the payment for the school-house, provided every man be allowed what he hath already freely contributed thereto in part of his proportion of such rate." After Mr. Dunster's death, his heirs making claim for further remuneration, this record was made under date Nov. 12, 1660: "As a final issue of all complaints referring to Mr.

Dunster's expenses about the schoolhouse, although in strict justice nothing doth appear to be due, it being done by a voluntary act of particular inhabitants and Mr. Dunster; and also the town having otherwise recompensed Mr. Dunster for his labors and expenses therein; yet the town, considering the case as it is now circumstanced, and especially the condition of his relict widow and children, do agree that thirty pounds be levied on the inhabitants of the town by the selectmen, and paid to Mr. Dunster's executors,—and that on condition that they make an absolute deed of sale of the said house and land to the town, with a clear acquittance for the full payment thereof."

This first school-house was removed in 1669-70, and a second one built on the same spot. Then, in 1700, a third one, 26 feet long and 20 wide, was built, again on this site; and in 1769 this was demolished and a new one was erected on Garden street, the southerly side, about 100 feet west of Appian Way. This fourth school-house was used until 1832 when it was removed to Brighton street and converted into a dwelling house, a new school-building, larger and more convenient, taking its place.

In 1838 a school-house was built in School Court now Farwell Place and called the "Auburn School." In Nov. 1840 the Latin Grammar School on Garden Street was divided. The boys remaining in the Garden Street School under the instruction of Mr. George A. Cushing; while the girls were taught by Rev. R. T. Austin in the school-house in School Court. This separation continued until June, 1845, when, upon petition of citizens of Ward One, a Grammar School for both sexes was established in the Washington School-house on Garden Street under the charge of Daniel Mansfield, the present master of the Washington Grammar on Brattle Street, he having succeeded Mr. Cushing as teacher for the boys in March 1842.

There was also established at that same time, 1845, a High School for both sexes in the Auburn School, under the charge of Rev. William Cushing. This arrangement continued till the first of Dec., 1846, when the Grammar was transferred to the Auburn building and united with the High under the name of the "Auburn Grammar and High School." Mr. Mansfield was placed in charge of the consolidated school and Mr. Cushing was appointed to render all necessary assistance.

In 1848, when the High School for the whole city was established on Amory Street, the advanced classes of the Auburn School were transferred to the High School, and the School in School Court became simply the Auburn Grammar School.

In 1851 as greater accommodations were needed than could be supplied by the school house on Garden St. (called after 1845 the "Washington School") and the Auburn School-house in School Court, it was decided to build a larger school-house on the site in School Court. The Washington School-house, on Garden Street, soon after the new building on Brattle Street was occupied, was sold and used as a private gymnasium for about one year until its destruction by fire in 1853. The Auburn School-house in School Court was moved up North Avenue to a lot near Sacramento Street. Afterwards it was again moved, this time to Concord Avenue, near Sparks Street where it now stands, and is known as the "Dunster School."

In 1851, whilst the Auburn School building was being moved up North Avenue and put into condition so that it could again be used, the school found temporary accommodations in Lyceum Hall. The school also moved to North Avenue as soon as the building was completed, and remained there until the beginning of the winter term the first of Dec. following when it was removed to the vestry of the Baptist Church which at that time stood near where the Hemmenway Gymnasium now stands. Here it remained until the completion and dedication of the new brick building on Brattle Street, the first day of the following June, 1852. It was first proposed to place this new building upon the site of the Auburn School-house, but it was found that that lot was too small, and accordingly a larger lot on Brattle Street near the entrance to School Court was obtained. At the time of the dedication of the Washington School-house on Brattle Street, all the schools in Ward One were brought into this new building, each grade receiving the name of "Washington" after the name of the new building. This building was remodelled in 1871.

It will be seen by the foregoing sketch of the several school buildings that the present Washington Grammar School is a direct lineal descendant of the "faire Grammar Schoole" taught

by Elijah Corlet. At first it was called a "Grammar School" which in those days signified a school which prepared boys for college, and no doubt the original design of the school was for that purpose. It was soon after called the "Latin Grammar School" and this title it retained until 1845, when, as already stated, the school upon Garden Street was called the "Washington School" and that formerly on School Court the "Auburn School." But when the high school was established in 1838, though retaining the name, it ceased to be a Latin grammar school and took its place as an ordinary grammar school in the system of the present day. When we recall that this first school in Cambridge with its primitive system, and its rude teaching, was one of the first if not the earliest of our preparatory schools, we realize how great the advance has been since those early days. It was established primarily "to fit youths for the university," and that it accomplished this successfully is shown by the fact that its scholars for years met the requirements of the college and went direct from this school to the higher institution. Whilst it received these annual gifts from the Hopkins charity it was required to fit seven boys for the college, meritorious youths who were nominated by the president and fellows of the college, and the minister of the First Church who as has before been stated, held the title of "visitors" to the school. The boys so selected were called "the Hopkins boys." Among those thus prepared who entered the college were some of the best scholars graduated, and the list is an honorable one. The record of the "faire Grammar Schoole" should have then a conspicuous place in our school history.

Master Corlet was succeeded by graduates from the college. Some of his successors served long terms, but none so long as he. Samuel Danforth, who took charge of the school in 1719, after a service of eleven years, became Judge of Probate, Judge of Common Pleas, and member of the Council. The first payment to the school from the Hopkins fund was made in 1727, of £37 6s. These payments, which were made pretty regularly each year, constituted a part of the compensation of the teachers. The last payment was made in 1837. For many years previous to that the annual payment had been \$70, ten dollars for each pupil. The following is believed to be a fairly accurate list of the masters

in this school, beginning with Elijah Corlet, the first, and ending with the present one, Mr. Daniel Mansfield.

Elijah Corlet....	about 1636-7 till Feb. 1686-7	Jonathan Whitaker....	1797 to June 1799
John Hancock.....	Jan. 1790-1	Obediah Parker.....	
John Sparhawk....	Feb. 1692-3	James Converse.....	June 1800
Nicholas Fessenden, Jr.	about 1701	Abraham Scales.....	1801 to 1802
Saml Danforth....	Oct. 1719 to April 1730	Phineas Adams.....	1803
John Hovey.....	April 1730 to May 1730	Solomon K. Livermore	1808
Stephen Coolidge....	May 1730 to " 1737	John Randall.....	1804
John Hovey.....	" 1737 to " 1741	Robert Adams.....	1805
Stephen Coolidge	" 1741 to " 1745	John Bartlett.....	1806
William Fessenden	" 1745 to " 1753	Timothy Wellington..	Feb. 1808
James Lovell.....	" 1756 to " 1760	Samuel Newell.....	Oct. 1808
Antipas Steward..	" 1760 to " 1862	Moses Holbrook.....	1809
Stephen Sewell..	" 1762 to " 1763	Proctor Pierce.....	1812 to 1817
Jonathan Crane .	" 1763 to " 1764	William Ware.....	1818
Thos. Danforth..	" 1765 to " 1766	James D. Farnsworth, 1818	to 1820
Eben Steadman..	" 1766 to " 1770	William Hilliard.....	1820
Thos. Coleman....	" 1770 to " 1772	Benjamin Kent.....	1821 to 1821
Jonathan Hastings	" 1772 to " 1775	G. W. Burnap.....	1825
Jonathan Eams..	" 1776 to " 1778	Edward Mellen.....	1826
Elisba Parmell....	" 1778 to Aug. 1778	D. Stone.....	1828
Sann Bancroft....	Aug. 1778 to 1780	H. C. Merriam.....	1829
Samuel Kendall..	May 1780 to 1782	Charles Stewart.....	1830 to Aug. 1831
Asa Packard....	April 1783 to July 1783	F. A. Worcester.....	Aug. 1831 to " 1838
Lemuel Heafe.....	July 1783 to May 1784	Reuben Seiders	} Aug. 1833 to Aug. 1834
Saml. Webber....	May 1784 to " 1788	afterwards	
Henry Ware.....	1787	Rev. R. T. Austin	
Hezekiah Packard....	1787 to " 1788	Luther Farrar....	" 1834 to Sept. 1835
Thomas Bancroft..	July 1788 to Dec. 1788	Elias Nason.....	Sept. 1835 to Feb. 1836
Daniel Clarke Sanders	1788 to 1789	*Mr. Emery.....	Feb. 1836 to " 1837
Samuel Shapleigh....	1789 to 1790	Charles Warren..	" 1837 to Aug. 1837
Pitt Clarke.....	1790 to 1791	Henry J. Parker.....	Aug. 1837 to " 1839
William Mason	1792 to 1794	Rev. R. T. Austen	" 1839 to Dec. 1840
James Bowers.....	1794 to 1795	Geo. A. Cushing	Dec. 1840 to March 5, 1842
Daniel Kendall	1795 to 1796	Dan. Mansfield	March 7, 1842
Luther Wright.....	1796 to 1797		

The Hartford Fund.

The £400 which was given to Hartford by the surviving trustees, John Davenport and William Goodwin, under the will of Edward Hopkins in the division of his estate, was, by the terms of the gift, invested in land, the income of which was to be devoted to the support of a Grammar school. The town of Hartford received it in 1664. The year following, 1665, a school-house was built, and from this time the Hopkins Grammar school of Hartford may properly be said to have its beginning. There is a record showing that a school existed in Hartford in 1638, and that in 1655 and 1659 it received small gifts from William

* Not found in the records of the School Committee beginning with April, 1834.

Gibbons and John Talcott. Although it is on record that a house was built in 1665, no name of any teacher appears until 1674, when Mr. Caleb Watson, of the class of 1661 Harvard, undertook the school. From this time, for more than a century, the town of Hartford, through committees chosen for that purpose, continued to manage the school and the funds accruing from the above mentioned sources, until 1798, when it was duly incorporated under the name of the "Hartford Grammar school," a board of trustees being chosen to fill all vacancies in their number occasioned by death or otherwise. These conditions of the state charter were performed from 1798 to 1847, when an arrangement was effected between these trustees and the city of Hartford, by which the school was practically incorporated with the High School. The conditions of union were made by the trustees of the Hartford Grammar School and the High School Committee of the town of Hartford, and can be annulled at the pleasure of either party. The Grammar School trustees furnish and pay one teacher at present at the rate of \$2,000 per annum. This teacher has no separate department, but is to all intents and purposes one of the classical assistant teachers of the Public High School. The trustees make an annual report to the town. The fund at their last report amounted to \$42,658.98.

The New Haven Fund.

John Davenport, one of the surviving trustees, received that portion of the Hopkins estate which came to New Haven in the division. As early as 1660 he presented a paper to the Court of Connecticut, announcing the gift and asking for the establishment of a grammar school that should receive the income from this fund whenever the estate should be settled. Such a school was established that same year and called the "Hopkins Grammar School." The £312, the portion assigned to New Haven, was received in April, 1664, and turned over to the trustees named by Mr. Davenport. No doubt he had for a long time cherished the plan of founding a college at New Haven, as well as a grammar school; but owing to the disturbed condition of the colony and the difficulty of finding persons competent and willing to fill the office of teacher, the idea of establishing a college by means of the fund was abandoned. In this year, 1664,

the school which had its beginning in 1660 was formally opened. From then until the present time, its history is little else than the naming of its successive teachers. Some of the early ones were poorly fitted by their education for the [direction of a grammar school, but since 1684, it has never lacked a liberally educated man, a college graduate, as its teacher. Sometimes it has enjoyed a greater degree of prosperity than at other times, but it has always been known as the "Hopkins Grammar School," and always has been controlled by a self-perpetuating board of trustees. At the present time it has a classical and scientific course.

The Hadley Fund.

When the division of the Hopkins estate was made, William Goodwin, the other surviving trustee, was living in Hadley, and it is probable that, until the trustees who were to take charge of the portion allotted to that town were appointed, he was the custodian of the £308 which Hadley received. This endowment of the Hadley school was increased materially in the first years of its existence by other gifts. In the month of May, of this year, 1664, two persons gave by will certain parcels of land to this town for the maintaining of a school. In 1666, the town itself made a grant of more than sixty acres of land for the same purpose, and in 1675 another individual made a small bequest to this fund. March 20, 1668-9, Mr. Goodwin proposed to the town that himself and three other persons named by him with the addition of two persons named by the town, should constitute a self-perpetuating committee to have the care and management of the Hopkins estate, and all other estates that had been given or should be given for a school in Hadley. The town acceded to this proposal. This committee acted with Mr. Goodwin during his life. They filled their own vacancies as they occurred, as they were pledged to do by Mr. Goodwin, with "known, decent, faithful, and pious persons." This committee of five persons filling vacancies as they occurred exercised their function until 1816, when they were incorporated as Hopkins Academy. The school began its work about 1666, and continued it with some intermission, supported by the income of the property, the scholars, and the town.

The larger portion of the Hopkins legacy was invested by Mr.

Goodwin in a corn mill. The date of the erection of the mill is not preserved. A house lot for the miller was granted in 1671. The mill may have been built that year. It was in use for the benefit of the people of Hadley until burned by the Indians September, 1677. This loss to the estate led to a bitter controversy between the Town and the school committee. During this controversy the committee vacated their right to the mill property and the town voted to take possession of the entire estate and put it into the hands of a committee of their own choosing. Under the decree of county courts, court of sessions, President and Council, the estate was returned to the committee and they were established in their authority, no more to be disturbed. It is believed that at this time quite a large part of the original £308 had been lost, the town acquiescing with an ill grace at first, as expressed in a vote of Aug. 29, 1687. On petition of the Trustees and the Town, the Legislature of Massachusetts granted them a charter signed by the Governor, Feb. 14, 1816 — under the name of Hopkins Academy.

Under this charter the school flourished and did a good work unmolested until the people of Hadley complained of the Trustees that they had "for a long time refused to administer the trust according to the directions of the donor, and to appropriate the annual avails of the property to and for the exclusive benefit of the plaintiffs, and had appropriated the same as well to the use and benefit of others as of the plaintiffs, and sometimes to the exclusion of the plaintiffs." [Report of the case found in Pickering XIV.]

In 1865 the Trustees entered into an agreement with the town of Hadley to open the school to all scholars in the Town who should be able to pass the vigorous examination, free of tuition,—the Trustees to pay all the running expenses of the school, the town to provide the building and keep it in repair. This plan has been in operation for twenty years and works to general satisfaction. The worth of the school to this little community is beyond estimation. The amount of their funds at the present time is about \$37,000.

The Harvard Fund.

As has been before stated, out of Hadley's share £100 were to be given to Harvard College according to the final agreement between the surviving trustees. In the Gift Book of the college Treasurer Danforth in his account from 1663 to 1668, acknowledges the receipt of £100 in corn and meal and charges for the transportation of the same from Hartford to Boston £7 and 6d.

In closing this brief account of the several funds that came from the estate of Edward Hopkins, it seems proper to state briefly what the donor probably understood a grammar school to be, and why he should have made in his will his bequest "both as a grammar school and college." Gov. Hopkins received his education at the Royal Free Grammar school in his native town of Shrewsbury. At that time this grammar school belonged to the ancient and honorable family of the grammar schools of England which grew up in the middle ages and which, quickened by the restoration of learning, came to be a most important educational institution. They were almost invariably schools for boys only. Greek and Latin were taught, Latin especially, beside some instruction given in the primaries and in figures. As learning advanced they became preparatory schools. They were never what we at the present time understand common or grammar schools to be. This point was forcibly brought out in an opinion of the Supreme court of Massachusetts given in the opinion already quoted, by Chief Justice Shaw, in Pickering's Reports, vol. 14, page 240. This was a case between the citizens of Hadley and the trustees who had charge of the Hopkins funds which came to that town. The citizens claimed that these funds should be used for the support of a common school in that town. The trustees held that the trust according to the intent of the donor was for the support of a grammar school such as existed in England in the sixteenth century. The trustees were sustained.

Copy of the last will and testament of Edward Hopkins, Esq., sometime Governor of Connecticut Colony, but dying in England, which will was proved in the prerogative Court in London, the 30th of April, 1657.

The sovereign Lord of all creatures, giving in evident and strong intimations of his pleasure to call me out of this transitory life unto Himself, it is the desire of me, Edward Hopkins, Esq., to be in a readiness to attend His call in whatsoever hour He cometh, both by leaving my soul in the hands of Jesus, who only gives boldness in that day, and delivers from the wrath to come, and my body to comely burial, according to the discretion of my executors and overseers, and also by settling my small family, if it may be so called, in order, and in pursuance thereof, do thus dispose of the estate the Lord in mercy hath given me.

First, my will is, that my just debts may be first paid out of my entire estate, where the said debts shall be found justly due, viz., if any debts shall be found to be justly due in New England, that they be paid out of my estate there. And if any shall appear to be due here in Old England, that they be paid out of my estate here.

As for the estate I have in New England (the full account of which I left clear in my book there, and the care and inspection whereof was committed to my loving friend, Mr. John Cullick,) I do in this manner dispose: Item, I do give and bequeath unto the eldest child of Mrs. Mary Newton, wife to Mr. Roger Newton of Farmington, and daughter to Mr. Thomas Hooker, deceased, the sum of £30; also, £30 unto the eldest child of Mr. John Cullick by Elizabeth, his present wife. Item, I do give and bequeath to Mrs. Sarah Wilson, the wife of Mr. John Wilson preacher of the gospel, and daughter of my dear pastor, Mr. Hooker, my farm at Farmington, with all the houses, outhouses, buildings, lands, etc., belonging thereunto, to the use of her and the heirs of her body forever. I do also give unto Mrs. Susan Hooker, the relict of Mr. Thomas Hooker, all such debts as are due to me from her, upon the account I left in New England. And the residue of my estate there I do hereby give and bequeath to my father, Theophilus Eaton, Esq., Mr. John Davenport, Mr. John Cullick, and Mr. William Goodwin, in full assurance of their trust and faithfulness in disposing of it according to the true intent and purpose of me, the said Edward Hopkins, which is, to give some encouragement in those foreign plantations for the breeding up of hopeful youths, both at the grammar school and college, for the public service of the country in future times. And as for the estate the Lord has given me in *this* England, I thus dispose, and my will is, that £150 per annum be yearly paid by my executor to Mr. David Yale, brother of my dear distressed wife, for her comfortable maintenance, and to be disposed of by him for her good, she not being in a fit condition to manage it herself; and I do heartily entreat him to be careful and tender over her; and my will is, that this be paid quarterly by £37.10 each quarter, and continue to the end of the quarter after the death of my said wife, and that my executor give good security for a punctual performance hereof. My will also is, that the £30 given me by the will and testament of my brother Henry Hopkins, lately deceased, be given to our sister, Mrs. Judith Eve, during her natural life, and that it be made up to £50 per annum during her life. I do give to my sister, Mrs. Margaret Thomson, the sum of £50, to be paid her within one year after my decease. I do give unto my nephew, Henry Thompson, £800, whereof £400 to be paid within sixteen months after my decease, and the other £400 within six months after the decease of my wife. I do likewise give and bequeath to my niece Katharine Thomson, but now Katharine James, (over and above the portion of £500 formerly given her), £100. I do also give and bequeath unto my nieces, Elizabeth and Patience Dalley, unto each of them, £200, provided they attend the directions of their brother or aunts, or such as are capable to give them advice in the dispose of themselves in marriage. I give unto my brother, Mr. David Yale, £200; to my brother, Mr. Thomas Yale, £200; and to my sister, Mrs. Hannah Eaton, £200. My farther mind and will is, that, within six months after the decease of my wife, £500 be made over into New England, according to the advice of my loving

friends, Major Robert Thomson, and Mr. Francis Willoughby, and conveyed into the hands of the trustees beforementioned, in farther prosecution of the aforesaid public ends, which, in the simplicity of my heart, are for the upholding and promoting the kingdom of the Lord Jesus Christ in those parts of the earth. I do further give unto my beloved wife a bed, with all the furniture belonging unto it, for herself to lie on, and another for the servant maid that waits on her, and £20 in plate for her present use, besides one-third part of all my household goods. I give unto Mr. John Davenport, Mr. Theophilus Eaton and Mr. Cullick, each of them £20, to be made over to them into New England, where they are; and my will and pleasure is, that £20 be put into a piece of plate, and presented in my name to my honored friend, Dr. Wright, to whom I owe more than that, being much engaged, desiring him to accept of it only as a testimony of my respect. I do give unto my servant, James Porter, £10; unto my maid, Margaret, £5; unto my maid, Mary, 40s. I do give unto my honored and loving friends, Major Robert Thompson, and Mr. Francis Willoughby, £20 apiece, in a piece of plate, as a token of my respect unto them; and I do give unto my servant, Thomas Haytor, £20. I do give unto my sister, Yale, the wife of Mr. David Yale, £20; as also unto John Lello, a youth now with my sister, Eve, £20, to further him out to be an apprentice to some good trade, and £20 more at the time of his coming to his own liberty, to encourage him to set up his trade, if he continues living so long. I do give unto my nephew, Henry Dalley, master of arts in Cambridge, my land and manor of Thicket in the county of Essex; and for the payment of all debts, dues and legacies, do give unto him all my personal estate, and by these, presents, renouncing and making void all other wills and testaments, do declare, constitute, and make him my sole executor, and my good friends, Major Robert Thomson and Mr. Francis Willoughby, overseers of this my last will and testament.

Signed, sealed, declared and published by the said Edward Hopkins, Esq., at his house at London, on the 7th day of March, in the year of our Lord, 1687, to be his last will and testament.

The following is a copy, from the Records of the Hopkins Grammar School of New Haven, of the Agreement between Mr. Davenport and Mr. Goodwin, about disposing of Mr. Hopkins his legacy.

Whereas the worshipful Edward Hopkins, Esq., a faithful servant of the Lord, and our worthily honored friend, hath in his last will and testament, (proved according to law in England, and demonstration thereof made to the General Court at Hartford in New England), given and bequeathed all his estate in New England (his debts there and legacies being first paid out of the same) unto Theophilus Eaton, Esq., John Davenport, pastor to the Church of Christ at New Haven, Capt. John Cullick and William Goodwin, sometime of Hartford, since of Boston and Hadley, in the colony of the Massachusetts, confiding in their faithfulness for the improvement of the same for the education of youth in good literature to fit them for the service of Christ in these foreign parts : We therefore, the said John Davenport and William Goodwin, the only survivors of the said trustees, that we may answer the said trust reposed in us, do order and dispose of the said estate as followeth, viz :—

To the town of Hartford we do give the sum of four hundred pounds, of which Hills farm shall be a part at the same price at which it was sold by us, and the pay ready to be delivered if there had been no interruption, the rest of the \$400 in such debts and goods as we or our agents shall see meet, provided that this part be improved according to the ends of the donor, viz., for the erecting and maintaining of a school at Hartford : Provided also that the General Court at Hartford do grant and give unto us a writing legally confirmed, engaging that neither themselves will, nor any by, from or under them shall disturb or hinder us in our dispose or executing our dispose of the rest of the estate : which done, this gift is in all respects valid. We do also desire and request that the school-house may be set upon the house lot which was lately in the occupation of Jeremy Adams, where our worthy friend did much desire and endeavor that a school-house might be set. Further, our desire is that the management of the said estate at Hartford may be in the hands of Deacon Edward Stebbing and Lieutenant Thomas Bull, and their assigns.

We do further order and appoint the rest of the estate of the said Edward Hopkins, Esq., (the debts being paid), to be all of it equally divided between the towns of New Haven and Hadley, to be in both those towns managed and improved for the erecting and maintaining of a school in each of the said towns. And the management thereof to be in the hands of our assigns, which are the town court of New Haven, consisting of the magistrates and deputies, together with the officers of the church there, in the behalf of the said Mr. John Davenport; and John Russell, Junr., Lieut. Samuel Smith, Andrew Beacon and Peter Tilton of Hadley, in the behalf of Mr. William Goodwin. Only provided, that one hundred pounds out of that half of the estate which Hadley hath, shall be given and paid to Harvard College so soon as we, the said John Davenport and William Goodwin see meet, and to be ordered as we or our assigns shall judge most conducing to the end of the donor.

Hereunto, as to our last order, dispose and determination touching the said estate, we have set our hands and seals in several instruments before witnesses, the far distance of our habitations and our unfitness for such a journey denying us opportunity of a joint acting otherwise than by writing. Therefore with mutual consent we thus declare our agreement. I the said Wm. Goodwin do sign and seal this instrument as my true agreement for Mr. John Davenport of New Haven.

WM. GOODWIN, [Seal.]

The 13th day of the 4th month, 1664, signed
and sealed in presence of us,

HENRY CLARK.
WM. WESTWOOD.

The following is a copy, from the Records of the Trustees of Hadley Academy at Hadley, of the agreement between Mr. John Davenport and Mr. William Goodwin about disposing of Mr. Hopkins' legacy.

Be it known unto all men that whereas the worshipful Edward Hopkins, Esq., a faithful servant of the Lord and our honored friend, hath by his last will and testament (which is proved according to law in England, and demonstration thereof made to the General Court at Hartford in New England,) given and bequeathed all his estate in New England, his debts and legacies there being first paid out of the same, *together with £500 that are to come from Old England after the decease of Mrs. Hopkins*, unto Theophilus Eaton, Esq., John Davenport, Jun., pastor of the Church of Christ in New Haven, Capt. John Cullick and Mr. William Goodwin, sometime of Hartford, since of Boston and Hadley, in the Colony of the Massachusetts in New England, confiding in their faithfulness for their improvement of the same towards the education of youth in good literature for the service of Christ in these foreign parts.

We, therefore, the said John Davenport and William Goodwin, (being the only survivors of the said trustees,) for answering the trust committed to us by the last will and testament of our worthy honored friend, do order and dispose of the said estate, as follows, viz.:

The debts being paid, we do give to the town of Hartford the sum of £400, of which Hill's farm shall be a part, at the price at which it was sold by us, and this payment ready to be delivered if there has been no interruption, the rest of the £400 in such debts or goods as we or agents see meet; provided that this gift be improved according to the true intent of the donor, viz.: For and towards the erecting and promoting of a grammar school at Hartford; Provided, also, that the General Court at Connecticut do grant and give to us, the said trustees, a writing legally confirmed, so that neither themselves will, nor any by, from or under them shall disturb or hinder us in our dispose, or in executing our dispose of the rest of the estate, which being done, this gift is in all respects valid. We do also desire and request that the school house may be set upon the house lot which was lately in the occupation of Jeremy Adams, where our worthy friend did much desire and endeavor that a school might be set. Further, our desire, that the management of the said estate at Hartford may be in the hands of Dea. Edward Stebbings, Lt. Thomas Bull and their assigns.

We do further order and appoint that the rest of Mr. Hopkins, his estate, both that which is in New England and *the £500 which is to come from Old England, when it shall become due to us after Mrs. Hopkins her decease*, shall be all of it equally divided between the towns of New Haven and Hadley, to be in each of these towns, respectively managed and improved towards the erecting and maintaining of a grammar school in each of them. And the management thereof to be in the hands of our assigns, which are for those at New Haven for the present (and so to continue except some other way be by us agreed on) the Town Court of New Haven consisting of magistrates and deputies and the officers of the Church of Christ at New Haven. And for that at Hadley, John Russell, Jun., pastor of the Church of Christ at Hadley, Lt. Samuel Smith, Andrew Bacon and Peter Tilton. These we, the said John Davenport and William Goodwin do appoint and constitute to be our trustees for ordering of the said estate and carrying on the work, wherein it is to be employed each in their several towns respectively.

Hereby committing to them, and investing them with full power to act in the same in their several towns respectively; in all respects as ourselves, both in managing the trust themselves, and in choosing successors from time to time, as they shall see meet, who or the major part of whom or (in case at any time the rest of the trustees be taken away before others be chosen) any of whom may and shall have full power, to pursue and put in execution the pious end and intendment of the worthy donor. Yet reserving to ourselves while we live, the full power of a negative vote for the hindering anything that

may cross that end. Only provided that one hundred pounds shall be given and paid to Harvard College out of that half of the estate which Hadley hath, which also is to be ordered as we, or our assigns shall judge most conducive to the end and intent of the donor.

Hereunto, as our last order, dispose and determination, we have set our hands and seals.

Signed and sealed by William Goodwin at Hadley,
April 30th, 1664, in presence of Henry Clark, and
Nathaniel Dickinson.

WILLIAM GOODWIN. [Seal.]

And at New Haven by the Rev. John Davenport.
Sen. (Jun ?) 8th, 3d, 1664, in presence of William
Jones and John Davenport, Jun. (Sen ?)

JOHN DAVENPORT, [Seal.]

The following is a Copy of the decree of his lordship, the Lord-Keeper Harcourt given, in London, England, the 7th of March 1711 concerning the remaining £500 that was to come to New England upon the death of the widow of Edward Hopkins, Esq.

Whereas, heretofore (that is to say) in or about the Terme of St. Michael the Archangel which was in the year of our Lord, according to the computation of the Church of England, One Thousand Seven Hundred and Eight, St. James Morentague, Knt. Attorney General of her most Excellent Majesty, our Sovereign Lady, Queen Anne at the relation of the corporation for propagation of the Gospel in New England and parts adjacent in America, complainant exhibited his Bill of complaint or Information into this Honorable Court against Everard Exton, George Knighton and Rebecca, his wife, Patience Fitch, Phillippa Colman and Judith Page, Defendants. Thereby setting forth that Edward Hopkins, on or about the seventh day of March, in the year One Thousand six hundred and fifty-seven, made his Will in writing, and thereby (inter al.) and after several Bequests gave the residue of his Estate in New England to Theophilus Eaton, John Davenport, John Cullick and William Goodwin, In trust and full assurance of their Fidelity in disposing of it according to the Testator's Will, which was to give some encouragement in those foreign plantations for breeding up of youth in the way of Learning for the publick service of ye Country in future times, and dyed possessed of a considerable real and personal estate there, amounting to Twenty Thousand pounds, and also out of his Estate in England, meaning Great Brittain, he gave Five Hundred pounds to be remitted into New England within six months after the death of Anne, his wife, according to the advice of Major Robert Thompson and Francis Willoughby into the hands of the aforementioned trustees in further prosecution of the said publick ends which he declared in the simplicity of his heart were for upholding and propagating the Kingdom of the Lord Jesus in those parts of the Earth. And he, by his said will, gave to Henry Dally his Lands and Mannor of Thickol in Essex, for payment of all his debts, dues and legacies, and made him, the said Dally, sole Executor and residuary Legatee, and the said Henry Dally proved the said Will and possessed himself of all the said Hopkins' Estate (except a farm at Farrington, in New England, devised to Mrs. Sarah Wilson) to the value of Five thousand pounds, and thereby became lyable to the payment of the said Five hundred pounds for the aforesaid Charitable use. And the said Attorney General at the relation aforesaid further informed the court that the said Henry Dally did make his Will in writing, date the thirty-first of July, One thousand six hundred sixty and five (and the Defendant Exton sole executor thereof) to whom he gave one hundred pounds, and his will was that after his Debts and Legacys were paid the remainder of his Estate as it should be received should be settled on some real Estate, whether Land, Houses or Leases of that value, for the maintenance of his two sisters, Elizabeth Nowell and Patience Fitch, and their children, and that the rents and profits thereof should be equally divided between his said sisters during their joint lives, and as either of them dyed between the survivor and the deceased's child or children, Which purchase was to be lyable, to the payment of the Legacys charged by the said Hopkins Will on the said Dally, and were demandable in six months after the death of his Widow and Relict. And the said Henry Dally affixed a schedule to his will which contained a particular of his personal Estate, and was under his hand and seal, all wrote with his own hand as was also his Will, soon after the making of which Will the said Dally dyed, and the Defendant Exton proved the will and accepted the one hundred pounds Legacy and got into his possession the said Dally's Estate over and above sufficient to discharge all his Debts and purchased several Estates in his own name. And the said Attorney General did by his said information further set forth that Anne Hopkins, the relict of the said Edward, dyed about the tenth of December, One Thousand six hundred ninety and eight, and the five hundred pounds Legacy became due the tenth of May, One thousand six hundred and ninety-nine, and ought to have been remitted accordingly, but the over-

seers, Thompson and Willoughby, were dead, and there was a combination between all the others to defeat the said pious and charitable use and to convert the five hundred pounds to their own use, pretending no demand had been made thereof. Therefore, to discover the will of Edward Hopkins and the evidences and papers, which evidence his Estate and the account Dally made concerning the same and what they had received of the same, and how it had been applied and might set forth the said Dally's Will, and whether Dally ever paid the said five hundred pounds Legacy or if the same be in the Defendant Exton's hands, that he might admit assets sufficient to pay the same with interest since Anne Hopkins' death, or else he might exhibit an inventory of the said Dally's estate and that the said pious intention of the Donor might be performed in all things and that Trustees might be appointed for carrying on the said Christian design for the promoting of the Kingdom of Christ in those remote parts of the Earth as this Court should direct, was the scope of the said Bill. And for relief in the said premises the said Attorney Genl. prayed the aid and assistance of this Honourable Court, and that process of Spar might be awarded against the said Defendants, which being granted and the said Defendants therewithal served, they appeared accordingly and put in their joint and several answers to the said Bill; and first, the said Defendant Everard Exton, Esq., by his answer, said that he admitted the said Edward Hopkins' will, and that he dyed possessed of the said farm of Thickol in Essex, and that he made such Devises and Bequests as in the said information and the said Mr. Dally, his executor, and further said that the said Dally proved the said Will and possessed himself of Thickol farm, but could not tell how the said Dally became lyable to pay the five hundred pounds otherwise than by the said Edward Hopkins' Will, and the said Defendant also admitted the said Dally's will, whereby he was made executor and had a Legacy of One hundred pounds given him, provided he undertook the execution thereof, and admitted that the said Dally willed that after his Debts and Legacys were paid, the remainder of his estate should be laid out as in the said information, and referred himself to the said Will and did also admit the schedule, but said it was not annexed to the Will, and the defendant confessed the said Lands to be purchased as in the said Information were by the said Dally's will to be lyable to pay the said five hundred pounds and other legacys charged on the said Dally by the said Hopkins' Will, and the Defendant Exton further answered and said that the said Dally dyed about two years and four months after the making of his Will, and that he accepted of his One hundred pounds Legacy and duly proved the Will, and further by his answer did set forth a suit in the Exchequer between him and the Testator's Sisters, and the residuary Legatees of the said Dally, which had been there depending Twenty-five years without a desired effect, and referred to the account of the said Dally's Estate in the said Court of Exchequer unless the Attorney General will accept copy thereof, and the Defendant further said that Thickol farm was by the said Dally devised to Mrs. Elizabeth Nowell, to secure the payment of fifty pounds annuity during her life according to the said Hopkins' Will, and after her decease to Henry Fitch in fee, who after her death, entered into the said farm and dyed, seized thereof in fee, after whose death the same came to Judith Cape, the wife of Nicholas Page, who respectively conveyed their several moieties of the said farm to Exton for a valuable consideration, *bona fide*, paid out of Dally's Estate, which farm was then let at Thirty-six pounds, and the Defendant denied he ever purchased with Dally's money any other estate whatsoever. And the Defendant for answer further said that Anne Hopkins dyed, and the Legacy of five hundred pounds became due about the time in the said Information, and that the other Defendants, Fitch and Knighton, had insisted that the said five hundred pounds and interest was theirs, because the Trustees nominated by the said Hopkins' Will were all dead, and the Defendant believed he had paid the claimants, by order of the court of Exchequer, more than would be due to them at the determination of the said suites, and that all just allowances being made him, the said Defendant, he had not sufficient left to pay the said Five hundred pounds Legacy and was ready to produce any writings in his custody relating to the said Dally's estate as the court should direct, and the said Defendant denied he ever took advantage of the death of said overseers, and said no demand was ever before the exhibiting of the Information of the said five hundred pounds, and further said that he was willing to account but hoped he should have an allowance of what appeared due to the said Dally's Estate from the said Hopkins' estate and was ready to pay what should appear to rest in the Defendant's hands after a deduction of his costs being indemnified, and the Defendant denied combination and concluded with the general Traverse.

And the defendants, George Knighton and Rebecca, his wife, by their answer said they

believed there came assets to the said Dally's hands sufficient to satisfy the said five hundred pounds Legacy, and that the said estate of Edward Hopkins in New England, was Debtor to the said Dally for fifty-six ton of salt for which Dally paid in London, besides freight and seamen's wages, and for seven horses at fourteen pounds per horse, and insisted to have a moiety of the value of the said salt and horses; either out of the said Hopkins' estate or out of the said five hundred pounds and interest, or otherwise as this Court should think just; the said Defendants confessed that the said Anne Hopkins dyed as the bill did set forth, and that the five hundred pounds became due the tenth of May, One Thousand six hundred, ninety and nine, and believed the same was still in the said Exton's hands, and that the said farm of Thickol was conveyed to Mr. Exton, as he had admitted by his said answer, and the said Defendants denied combination and submitted to the court in all things, and concluded their answer with the general Traverse. And the said Defendants, Patience Fitch and Phillippa Coleman, by their answer said that they had heard the said Edward Hopkins was seized in fee of a real Estate in Great Britain and New England, and that he was entitled to some personal estate in Great Britain, but did not know where the same lay, or the value thereof, and had also heard that the said Edward made a will but could not set forth ye date or contents thereof, but referred to the same when produced and had heard that the said Dally was made executor thereof, and that he possessed himself of some part of the said Edward Hopkins' real and personal estate, but denyed they knew any further relating thereto, admitted that the said Dally dyed, seized of Thickol farm and of a considerable personal estate, but was ignorant of the particulars or value thereof, otherwise than by the schedule affixed to the said Dally's will, and the discovery the said other Defendant Exton had made in the Court of Exchequer in a suite there depending, and that he the said Dally made his Will bearing date as the said Information did set forth, and the said Exton sole executor thereof, who proved the same in December, One Thousand six hundred sixty-seven, and made such devises and gave such directions therein as by the Information was charged, and the said Defendants admitted that the said Exton possessed himself of the said Dally estate, but could not set forth to what value, and the Defendants further said they knew not that the said Exton possessed himself of the said Edward Hopkins' estate or made any purchase therewith, but admitted that Anne Hopkins dyed about the time in the Information mentioned, and that the said Exton purchased of the defendant, Phillippa Coleman, the moiety of the mannor of Thickol for three hundred seventy and five pounds, which was then let at thirty-six pounds per annum, and the defendant believed the Deed and Writing which made out the real and personal estate of the said Edward Hopkins or his Title thereto were in the said Mr. Exton's hands or power, and that he had not paid the said five hundred pounds for the charitable use.

And the Defendants insisted to have the Debts due to them for Fifty Tun of Salt and seventeen Horses, at fourteen pounds per Horse, and all other Debts due from the Estate of the said Edward Hopkins allowed prior to the suit, Charitable Legacys, and all Interest that should appear to be in the said Executor's hands after payment of the said Hopkins' just Debts should not be paid to the said Relators but deemed part of the said Dally's personal Estate which the said Exton should be charged withall, and insisted to have the same paid to them the said Defendants according to their respective interests therein, and the Defendants denied combination and submitted to the Judgment of the Court and concluded their answer with the general Traverse.

To which answers of the said Defendants the said Attorney General replied and issue being joined diverse witnesses were examined in the said cause, and their depositions duly taken and published, according to the ancient and Laudible Rules of this Court, as in and by the said proceedings of Bill, answers Replications and Depositions of Witnesses remaining fyled as of Record in this Honourable Court relation being thereunto had, doth and may more fully and at large appear. And the said cause thus standing ready for a hearing Saturday the ninth day of July in the eighth year of her present Majesty's reign was appointed for the hearing thereof. On which day the said cause coming on to be heard and debated between the said parties in the presence of Council learned on both sides. The substance of the Complainant's Bill and the Debts answers being to the effect aforesaid.

Whereupon and upon long debate of the matter and upon reading the several Wills of Edward Hopkins and Henry Dally, and hearing what was alledged on both sides, this Court did think fit and so ordered and decreed that it should be referred to Thomas Gerry, Esq., one of the Masters of this Court, to take an account of the assets of the

said Edward Hopkins (Lyable to the said five hundred pounds) which any ways came to the hands or possession of ye said Henry Dally, deceased, or to the hands or possession of any other person or persons to or for his use, and likewise to take an account of such Debts as were remaining due from the said Hopkins to the said Dally's estate, and this Court declared that the said Edward Hopkins' Farm in Essex called Thickol Farm was not by his Will subjected to the payment of the said five hundred pounds Legacy, and if upon the taking of the account of the said Hopkins Estate it should appear that there were assets of the said Hopkins Estate come to the said Henry Dally's hands sufficient to pay the said five hundred pounds charity Legacy then it was further ordered and decided that the Defendant Exton should come to an account before the said Master for the assets of the said Henry Dally which had any ways come to the said Exton's hands or possession or to the hands or possession of any person or persons to or for his use and the said Defendants were to be examined or interrogatoryed for the better discovery thereof, and were also to produce before the said Master, upon oath, all Vouchers, Books of Account, papers and writings in their power or custody relating to the matters in question. In the taking of which account of the said Dally's Estate the said Master was to examine and certify whether any and what purchase or purchases had or have been made by the assets of Dally which were lyable to or ought to be looked upon as assets for payment of the said five hundred pounds Legacy and was also to make unto the said Defendant Exton all just allowances.

And this Court did Order and Decree that the estate of the said Henry Dally which should appear to have so come to the hands of the said Defendant Exton, be applied to answer and make good to the Complainant the said five hundred pounds Legacy as far as the assets of the said Hopkins which came to the said Dally's hands were lyable to the payment of the said Legacy and in case the said five hundred pounds should be recovered then this Court did Order and Decree that the same be paid and applied to the School or College in New England for the breeding up of scholars there in the study of Divinity according to the Will of the said Testator Hopkins and in order thereto the said Master was to examine Witnesses or write to the Governor of New England to be informed whether there be such School or College as was prescribed or mentioned in the said Testator's Will, and if no such school or College there, then to be informed what other school or College was there, and on what purposes founded and the said Master was to state to this Court how he found the said matter, and thereupon such further order and directions should be given as should be just, and this Court did reserve the consideration of Interest for the said five hundred pounds and likewise for what Debts should appear to remain still due from Hopkins to Dally's Estate until after the Master's report should be made.

But this Court did order that the said Master should tax all parties in this cause these costs which were to be paid to them respectively out of the estate of the Testator Hopkins. In pursuance of which said order the said Master made and certified his report unto this court in the words following, date—decimo die February, One Thousand seven hundred and ten. Inter Attorney General Querele—Everard Exton, Generous Georgiu, Knighton & Rebecca, ux. Ejus, Patience Fitch, vid., Philippa Coleman & al.—Defendants. In pursuance of an order made upon the hearing of this cause the ninth of July, One Thousand seven hundred and nine, I have been attended by the Complainant's Soll. and by the Defendants, Mr. Exton and his Soll., and by George Knighten, Patience Fitch and Phillipa Coleman and their Solicitor, and do find that Edward Hopkins in the said order named, made his last Will and Testament, dated the seventh of March, One Thousand six hundred and fifty-seven, and thereby ordered that all his just Debts which should appear to be due in New England should be paid out of his estate there, and if any debts should appear to be due here in Old England, that the same should be paid out of his estate here in Old England, and after the Bequest of several Legacies out of his New England estate he gives the rest and residue thereof to Theophilus Eaton, Esq., Mr. John Davenport, Mr. John Cullick and Mr. William Goodwyn, in trust for giving some encouragement in those foreign Plantations for the building up of youth in learning both at the Grammar School and College there, and further willed and directed that within six months after the death of Anne, his wife, five hundred pounds should by his said executor be made and remitted over to New England out of his estate here in Old England and conveyed into the hands of the said Trustees in further prosecution of the Charity and publick ends aforesaid, and made Henry Dally sole Executor and dyed the fifth of December, One Thousand six hundred and fifty-seven, and the said Henry Dally proved the said Will the third of April the next, and possessed himself of the mannor or farm of Thickol

in the pleadings mentioned. And of his, the said Edward Hopkins, other real and personal estate here in England, and I find that the said Henry Dally, the thirty-first of July, One Thousand six hundred and sixty-five, made his last Will, and the Defendant, Mr. Exton, his Executor, and dyed the fifth of December, One Thousand six hundred and sixty seven, and the said Mr. Exton did prove and take upon him the execution of the said Will, wherein after the bequest of several Legacys, he the said Dally willed and directed that after payment of his Debts and Legacys, the residue of his personal estate as it should be received should be bestowed upon some real or settled estate of Lands, houses or Leases of that value, and that the purchase should be made in the name of two or more Feoffees, whereof his executor was desired to be one. In trust for and towards the maintenance of his sisters, Elizabeth Newell, widow, and the Defendant, Patience Fitch and their children, and that the rents and profits thereof should be equally divided between his said sisters during their joint lives, and when one of them happened to dye the like division to be made betwixt the survivor and the deceased's children or child, and until a convenient purchase could be made his executor should allow his said sisters the Interest of the said money as it should come to his hands according as he should make of it in the most convenient and safe way of securing it.

And his will further was, that the said premises to be purchased should (inter al.) be llyable to the payment of certain Legacys as they should become due and payable which he was charged with by the will of the said Edward Hopkins and were demandable within six months after the death of Mrs. Anne Hopkins, Relict of the said Edward Hopkins, of which the said Legacy of five hundred pounds was one—and I further find that Anne Hopkins dyed the seventeenth of December, One Thousand six hundred ninety and eight, and that the said five hundred pounds became payable the seventeenth of June, One Thousand Six hundred ninety and nine, until which time the Defendant Mr. Exton, hath paid the interest thereof to the said Mrs. Fitch and the said Mrs. Nowell, and I find that there came to the hands of the Defendant Exton of the said personal estate (as the said Wm. Exton hath acknowledged before me), assets sufficient to pay all his just debts and Legacys, and having looked into the Depositions of Witnesses taken before me, it appears that there is, and for the space of sixty years and upwards there has been, a Grammar School at Boston, in New England, free for all scholars and maintained by the inhabitants of the said Town of Boston at the charge of about one hundred pounds per annum, and that about sixty or seventy years ago there was a college and school at Cambridge, in New England, called Harvard College, which was after pulled down and re-edified about thirty years since, and called by the name of Harvard College from one Mr. Harvard, who was the founder or greatest benefactor to the first college founded there, and that about ten years ago there was an additional Building made contiguous to or near the same and called Stoughton Colledge—from William Stoughton, Esq., at whose charge the same was built, both which are incorporated and consist of a President, Vice President, Treasurer, three Fellows and sundry Divines of the Vicinity, with power to the Governor, Lieut, Governor and council of the county to act as overseers or visitors of the same, and the Pres. and Vice Pres. have the ordinary and immediate care and government thereof, and they with the three Tutors or Fellows, instruct the students in the Liberal Arts and Sciences, in the rudiments of divinity, who after a trial of their proficiency are promoted to the several Degrees of Bachelor and Master of Arts and Bachelor and Doctor in Divinity, at or on a Commencement day, held yearly in the month of July, and the said Colledges are maintained partly by the yearly income arising from the endowments and donations and partly by a tax or rate levied by order of the General Assembly of the Country upon the whole province of the Massachusetts Bay. And I also find that the said Henry Dally in his said last will makes mention of a schedule to be written with his own hand, sealed with his seal and affixed to his said will, thereby giving a particular of his personal estate, with remark of what might prove good and what doubtful or desperate, and upon looking into the said Schedule not now nor at the time of his death remaining affixed to his said Will amongst the particulars therein contained I find the words, viz.:

Item my Uncle Edward Hopkins' estate in New England in debtor to me for 56 Tuns of Salt carried thither from Anguilla for which I paid here in London besides the freight and seamen's wages discharged by me since my Uncle's death. That Estate is likewise debtor to me for seven horses at £14 per horse. This as it has been, so I fear will be, very troublesome, for which the Defendants, Mr. Knighton and Mrs. Fitch, insist to have an allowance, and further insist to have the interest of the said five hundred pounds con-

tinued to them from the said seventeenth of June, One Thousand six hundred ninety and nine. All which I humbly submit to the Judgment of the Honorable Court—Thomas Gerry as in and by the said Report remaining fyled with the register of this Court, relation being thereunto had doth and may more fully and at large appear.

Now the said cause coming to be further heard upon the said Master's Report this present seventh day of March, in the ninth year of her now Majesty's reign before the Right Honorable the Lord keeper of the Great Seal of Great Britain. In the presence of the Counsel learned on both sides upon opening and debating the matter and hearing the Master's Report the decretal order and the Will of the said Edward Hopkins read and what could be alleged by counsel on all sides. This Court doth think fitt and so Order and Decree. And it is therefore on this present Wednesday the said seventh day of March in the Ninth year of the reign of our most Gracious Sovereign Lady Anne by the grace of God of Great Britain, France and Ireland, Queen, Defender of the Faith &c., and in the year of our Lord One Thousand seven hundred and ten by the Right Honorable Sr. Symon Harcourt Knight Lord keeper of the Great Seal of Great Britain and by the high and Honourable Court of Chancery and the power and authority thereof. Ordered Adjudged and Decreed that the Defendant Exton do within three months bring before the said Master the sum of Five hundred pounds with Interest for the same at the rate of five pounds per centum per annum from six months after the death of the said Anne Hopkins. But if the Defendant Exton shall not bring the said sum of five hundred pounds with such Interest as aforesaid within three months then he is to pay six pounds per centum per annum for the said sum of five hundred pounds and when the said money shall be so brought before the said Master, it is ordered and Decreed that the same be by the approbation of the said Master laid out in a purchase of Lands in New England in the names of the Corporation for the propagation of the Gospell, but the Trust is to be declared in the Deeds to be for the benefit of the Colledge and Grammar School at Cambridge in New England according to the several proportions they shall be entitled unto and the parties concerned are to attend the Attorney General who is to consider and certify what he thinks proper to be for the benefit of the Colledge and what for the benefit of the School and in the meantime untill a purchase can be found out, the said money is to be placed out at Interest on Government Security for the benefit of the said Charity and the said Master is to proceed to Tax and carry on the Costs according to the former order.

Whereas in and by a certain finall Judgement or Decree bearing date the ninth day of July in the eighth year of the reign of her present Majesty Queen Anne made in a cause wherein Sr. James Montague Knight, Her Majesty's then Attorney General at the relation of the corporation for the propagation of the Gospell in New England and parts adjacent in America was Complainant against Everard Exton, George Knighton and Rebecca his wife, Patience Fitch, Philippa Coleman and Judith Page Defendants.

The scope and end of the said Complainant's Bill being to have a discovery of the Will of Edward Hopkins and the evidences and papers which evidence his Estate and to have the said will performed and to have a Legacy of five hundred pounds left by the said Edward Hopkins for the encouragement and breeding up of youth in the way of Learning for the publick service of the Country and for upholding and propagating the Kingdom of Christ in those foreign parts of the earth and that Trustees might be appointed to carry on the pious design of the Testator according to the true interest and meaning of ye said Will. It was on long debate of the matter and hearing what was insisted on by counsel on both sides.

Ordered and Decreed that it should be referred to Thomas Gerry, Esq., one of the Masters of this Court, to take an account of the Assets of the said Edward Hopkins lyable to the said five hundred pounds which any way came to the hands or possession of the said Henry Dally deceased, or to the hands or possession of any other person or persons to or for his use. And likewise to take an account of such Debts as were remaining due from the said Hopkins to the said Dally's Estate, and this court declared that the said Edward Hopkins's Farm in Essex, called Thickol Farm, was not by his will subjected to the payment of the said five hundred pounds Legacy, and if upon taking the account of the said Hopkins Estate, it should appear that there were assets of the said Hopkins Estate come to the said Henry Dally's hands sufficient to pay the said five hundred pounds Charity Legacy, then it was further Ordered and Decreed that the said Exton should come to an account before the said Master for the assets of the said Henry Dally which had any ways come to the said Exton's hands or possession or to the hands or possession

of any person or persons to or for his use and the Defendants were to be examined or interrogated for the better discovery thereof and were also to produce before the said Master upon oath all Vouchers, Books of Account, Papers, and Writings in their power or custody relating to the matters in question in the taking of which account of the said Dally's Estate the said Master was to examine and certify whether any and what purchase or purchases had or have been made by the assets of Dally which were lyable to or ought to be looked upon as Assets for payment of the said five hundred pounds Legacy, and was able to make unto the said Defendant Exton, all just allowances and this Court did order and Decree that the Estate of the said Henry Dally which should appear to have so come to the hands of the said Defendant Exton should be applied to answer and make good to the complainants the said five hundred pounds legacy so far as the assets of the said Hopkins's which came to the said Dally's hands were liable to the payment of the said Legacy, and in case the said five hundred pounds should be recovered. Then this Court did order and decree that the same should be paid and applied to the scholars there in the study of Divinity according to the Will of the said Testator Hopkins, and in order thereto the said Master was to examine Witnesses or write to the Governor of New England to be informed whether there was such school or Colledge as was prescribed or mentioned in the said Testator's Will, and if no such School or Colledge there then to be informed what other School or Colledge was there and on what purposes founded. And the said Master was to state to this Court how he found the said matter, and thereupon such further order and Directions should be given as should be just, and this Court did reserve the consideration of Interest for the said five hundred pounds and likewise for what debts should appear to remain still due from Hopkins's to Dally's Estate untill after the Master's Report should be made. But this Court did order that the said Master should Tax all propertyes in this cause their costs which were to be paid to them respectively out of the Estate of the Testator Hopkins. In pursuance of which said order the said Master made and certified his report unto this Court in the words following, Dat. decimo die February, One Thousand seven Hundred and Ten. Inter Attorney General. — Quer. Everard Exton, Gen. — Georgin Knighton & Rebecca ux. Ejus Patience Fitch vid. Phillippa Coleman & al. Defts. In Pursuance of an order made upon the hearing of this cause the ninth of July, One Thousand seven hundred and nine, I have been attended by the Complainants' Solicitor and by the Defendant Mr. Exton and his Solicitor, and by George Knighton, Patience Fitch and Philippa Coleman and their Solicitor, and do find that Edward Hopkins in the said order named, made his last Will and Testament, dated the seventh of March, One Thousand six hundred fifty-seven. And thereby ordered that all his just debts which should appear to be due in New England should be paid out of his Estate there, and if any debts should appear to be due here in Old England that the same should be paid out of his Estate here in Old England, and after the bequest of several Legacies out of his New England Estates, he gives the rest and residue thereof to Theophilus Eaton, Esq., Mr. John Davenport, Mr. John Cullock and Mr. William Goodwyn. In trust for giving some encouragement in those Foreign plantations for the breeding up of youth in Learning, both at the Grammar School and Colledge there, and further willed and directed that within six months after the death of Anne, his wife, five hundred pounds should by his said Executor be made or remitted over to New England out of his estate here in Old England, and conveyed into the hands of the said Trustees in further prosecution of the Charity and public ends aforesaid, and made Henry Dally sole Executor, and dyed the fifth of December, One Thousand six hundred fifty-seven, and the said Henry Dally proved the said Will the third of April the next, and possessed himself of the manner or Farm of Thickol in the pleadings mentioned, and of his, the said Edward Hopkins's other real and personal Estate here in England, and I find that the said Henry Dally, the thirty-first of July, One Thousand six hundred and sixty-five, made his last will, and the Defendant Mr. Exton his Executor, and dyed the fifth of December, One Thousand six hundred sixty-seven, and the said Mr. Exton did prove and take upon him the Execution of the said Will wherein after the Bequest of severall Legacies he, the said Dally, willed and directed that after payment of his Debts and Legacies the residue of his personal Estate as it should be received should be bestowed upon some real or settled Estate of Lands, Houses or Leases of that Value, and that the purchase should be made in the name of two or more Feoffees, whereof his Executor was desired to be one in trust for the use and towards the maintenance of his sisters Elizabeth Nowell, Widow, and the Defendant Patience Fitch and their children, and that the rents and profits thereof should be equally

divided betwixt his said sisters during their joint lives, and as either of them happened to die the like division to be made betwixt the survivor and the deceased's child or children, and till a convenient purchase could be made his Executor should allow his said sisters the Interest of the said money as it should come to his hands according as he should make of it in the most convenient and safe way of securing it. And his Will further was that the said premisses to be purchased should (inter al.) be lyable to the payment of certain Legacies as they should become due and payable, which he was charged with by the Will of the said Edward Hopkins, and were demandable within six months after the decease of Mrs. Anne Hopkins, Relict of the said Edward Hopkins, of which the said legacy of five hundred pounds was one, and further I find that Anne Hopkins dyed the seventeenth of December, One Thousand six hundred ninety-eight, and that the said five Hundred pounds became payable the seventeenth of June, One Thousand six hundred ninety and nine, untill which time the Defendant Mr. Exton, hath paid the Interest thereof to the said Mrs. Fitch and the said Mrs. Nowell, and I find that there came to the hands of the defendant Exton of the said Dally's personal Estate as the said Mr. Exton hath acknowledged before me assets sufficient to pay all his just Debts and Legacies and having looked into the Depositions of Witnesses taken before me. It appears that there is and for the space of Sixty years and upwards there has been a Grammar School at Boston in New England, free for all schollars and maintained by the Inhabitants of the said Town of Boston at the charge of about One hundred pounds per annum, and that about Sixty or Seventy years agoe there was a Colledge & School at Cambridge in New England, called Harvard Colledge, which was afterwards pulled down and re-edified about thirty years since and called by the name of Harvard College, from one Mr. Harvard who was the founder or greatest benefactor to the first college founded there, and that about ten years ago there was an additional Building made contiguous to or near the same and called Stoughton College, from William Stoughton, Esq., at whose charge the same was built, both which are incorporated and consist of a President, Vice President, Treasurer, three Fellows, and sundry Divines of the Vicinity, with power to the Governor, Lieut. Governor and Council of the country, to act as overseers or visitors of the same, and the Pres. and Vice Pres. have the ordinary and immediate care and government thereof, and they with the three Tutors or Fellows, instruct the students in the liberal Arts and Sciences in the rudiments of Divinity, who after a trial of their proficiency are promoted to the several Degree of Batchelor and Master of Arts, and Batchelor and Doctor in Divinity at or on a commencement day held yearly in the month of July, and the said Colledges are maintained partly by the yearly income arising from the endowments and donations and partly by a tax or rate levied by order of the General Assembly of the Country upon the whole province of the Massachusetts Bay. And I also find that the said Henry Dally in his last Will makes mention of a schedule to be written with his own hand, sealed with his seal and affixed to his said will, thereby giving a particular of his personal estate with remark of what might prove good and what doubtful or desperate, and upon looking into the said Schedule not now nor at the time of his death remaining affixed to his said will amongst the particulars therein contained, I find the words, viz.—

Item my Uncle Edward Hopkins' estate in New England, in debtor to me for fifty six Tuns of Salt, carried thither from Anguilla, for which I paid here in London, besides the freight and seamen's wages discharged by me since my Uncle's death. That Estate is likewise debtor to me for seven horses at £14 per horse. This as it has been, so I fear it will be, very troublesome, for which the Defendants Mr. Knighton and Mrs. Fitch insist to have an allowance, and further insist to have the interest of the said five hundred pounds continued to them from the said seventeenth of June, One Thousand six hundred ninety and nine. All which I humbly submit to the Judgment of the Honourable Court. Thomas Gerry—as in and by the said Report remaining fyled with the register of this Court, relation being thereunto had, doth and may more fully and at large appear.

Now the said cause coming to be further heard upon the said Master's Report this present seventh day of March, in the ninth year of her now Majesty's reign, before the Right Honourable the Lord Keeper of the Great Seal of Great Britain.

In the presence of the Counsel, learned on both sides upon opening and debating the matter, and hearing the Master's Report, the decretal order and the Will of the said Edward Hopkins read, and what could be alleged by counsel on all sides. This Court doth think fitt and so Order and Decree, and it is therefore on this present Wednesday the said seventh day of March, in the Ninth year of the reigne of our most Gracious

Sovereign Lady Anne by the grace of God of Great Britain, France and Ireland, Queen Defender of the Faith, &c., and in the year of our Lord One Thousand seven hundred and ten, by the Right Honourable Sr. Symon Harcourt, Knight, Lord keeper of the Great Seal of Great Britain, and by the high and Honourable Court of chancery and the power and authority thereof.

Ordered, Adjudged and Decreed that the Defendant Exton do within three months bring before the said Master the sum of Five hundred pounds, with Interest for the same, at the rate of five pounds per centum per annum, from six months after the death of the said Anne Hopkins. But if the Defendant Exton shall not bring the said sum of five hundred pounds with such Interest as aforesaid within three months, then he is to pay six pounds per centum per annum for the said sum of five hundred pounds and when the said money shall be so brought before the said Master. It is ordered and decreed that the same be by the approbation of the said Master laid out in a purchase of Lands in New England, in the names of the Corporation for the propagation of the Gospell, but the Trust is to be declared in the Deeds to be for the benefit of the Colledge and Grammar School at Cambridge, in New England, according to the several proportions they shall be entitled unto, and the parties concerned are to attend the Attorney General who is to consider and certify what he thinks proper to be for the benefit of the Colledge and what for the benefit of the School, and in the meantime, until a purchase can be found out, the said money is to be placed out at Interest on Government Security, for the benefit of the said Charity, and the said Master is to proceed to Tax and carry on the Costs according to the former order.

And Whereas by a subsequent Order of the Twentyeth of March, One Thousand seven hundred and ten, upon the Petition of Henry Newman, Esq., on behalf of the President and Fellows of Harvard Colledge aforesaid, and upon hearing Council on that petition for the said President and Fellows and for the Corporation for propagation of the Gospell in New England, his Lordship ordered that the said money should be vested in a purchase of Lands in New Eng., to be approved by the said Master unless the severall parties concerned should propose to Mr. Attorney General some other more advantageous way for laying out the same for perpetuating the said Charity both for the Grammar School and Colledge, and the parties concerned for the Grammar School and for the Colledge were to name proper persons to Mr. Attorney General, to be Trustees for the said Charity and Mr. Attorney General was to certify the same, and whether the purchase be most proper to be made in the name of the Corporation for the propagation of ye Gospell in New England or in the name of the President and Fellows of Harvard Colledge, or in the names of such other persons who should be named Trustees to Mr. Attorney General as aforesaid, and upon such Certificates his Lordship would make such further order as should be just. In Pursuance of which said order of the seventh of March, One Thousand seven hundred and Ten, the said Master made and certified his Reports unto this Court in the words following, viz.: Dat. Quinto Die — February, One thousand seven hundred and eleven, Inter attorney General Quer — Everard Exton Gen. Georgin Knighton, Patience Fitch & Philippa Coleman, Defendants.

In Pursuance of an order of the seventh day of March nom, Anne Rue made upon the hearing of this cause, I have been several times attended by the Sollicitors on both sides, and the principal sume of five hundred pounds, together with the Interest thereof, amounting in all to Eight hundred pounds, having, according to the direction of the said order, been brought before me by the Defendant Exton, I have placed out at Interest, for the benefit of the Charity in Question, the sum of Seven hundred pounds, part thereof on the fourteenth four shillings aid granted to her Majesty for the service of the year One Thousand seven hundred and Eleven, within the first Fourteen hundred Thousand pounds according to ye course of payment in the Excheq. as by two several Tallys and orders for the same, marked No. Two Thousand six hundred eighty four, for three hundred pounds now remaining in my custody, appear on which said Tallys and orders, there was due for Interest to the tenth of December last, being the day the same was purchased, the sume of sixteen pounds sixteen shillings and eight pence, which, with the said Seven hundred pounds principal money, made in all paid by me out of the Eight hundred pounds brought before me as aforesaid, the sum of Seven hundred and sixteen pounds, sixteen shillings and eight pence. All which I humbly certify and submit to the judgement of this Honourable Court. Thomas Gerry. And in pursuance of the said orders of the seventh and of the twentyeth of March, One thousand seven hundred and ten, her Majestye's said Attorney General made and certified his Report

unto this court in the words or to the effect following viz: Inter Attorney Genl. Rue Quer. Everard Exton & al. Defendants. In Pursuance of an order made in this cause the seventh day of March, One Thousand seven hundred and ten, touching a Legacy of five hundred pounds and Interest for the same, bequeathed by the last Will and Testament of Edward Hopkins, for the breeding up of Youth in the way of Learning for the publick service both at the Grammar School and Colledge at Cambridge in New England, called Harvard Colledge, and by the same order decreed to be laid out in purchase of Lands in New England in the names of the Corporation for the propagation of ye Gospell. In trust for the benefit of the said Colledge and Grammar School according to the severall proportions they should be entitled unto, and whereby the parties concerned were directed to attend her Majesty's Attorney Genl. who was to certify what he thought proper to be for the benefit of the Colledge and what for the benefit of the School, and also in pursuance of a subsequent order of the Twentieth of March, One Thousand seven hundred and ten, whereby it was ordered that the said money be invested in the purchase Of Land in New England, to be approved by a Master, unless the several parties concerned should propose to the Attorney Genl. some advantageous way of laying out the same for perpetuating the said Charity both for the Grammar School and Colledge, and the parties interested for the Grammar School were to name proper persons to the Attorney General to be Trustees for the said Charity, and Mr. Attorney General was to certify the same—and whether the purchase be most proper to be made in the name of the Corporation for the propagation of the Gospell in New England, or in the name of the President and Fellows of Harvard Colledge, or in ye name of such other persons who should be so named Trustees as aforesaid. I have been attended by the Agents of the Corporation for propagating the Gospel in New England and parts adjacent in America, and also by Jeremy Dummer, agent for New England, and who appears on behalf of the said School, and Henry Newman, agent for Harvard Colledge at Cambridge, and the said Corporation for propagating the Gospell doe not insist that the purchase made with the said money shall be in the name of ye corporation, and ye other parties desire that the purchase may not be made in the name of said corporation, but that the money may be invested in Lands in New Eng., that the purchase made in the names of the several Inhabitants of New England hereinafter named, viz.: Joseph Dudley, William Taylor, Isaac Addington, Waitstill Winthrop, Samuel Sewall, Eliachim Hutchinson, Peter Sergeant, Penn Townsend, Edward Bromfield, John Higginson, Simon Stoddard, Esq., Increase Mather, Doctor in Divinity, Cotton Mather, Doctor in Divinity, John Leverett, president of Harvard Colledge, Jeremy Dummer, John Burrill, Thomas Brattle, Esq., William Brattle, minister of Cambridge, Nehemiah Walter, minister of Roxbury, Daniel Oliver, Thomas Fitch, merchants at Boston. And I do approve thereof, and the said Jeremy Dummer & Henry Newman have proposed and agreed that three fourth parts of the said Principal and Interest be for the benefit of the said Harvard Colledge and the other fourth part thereof be for the said Grammar School at Cambridge in New England, which proportion I also approve of. And they have also proposed several Rules and Orders for Government of the said Charity, against which I have no objection, if this Honourable Court shall approve thereof. And that they may be inserted in the Deed of purchase, which consent and proposals are contained in the paper annexed to this my Report, signed as well on the behalf of the said Corporation as by the said Jeremy Dummer and Henry Newman. Dat. this Eighteenth day of December, One Thousand seven hundred and twelve.—Edward Northey.

The Lord keeper having referred the partys concerned in recovering Mr. Hopkins's Legacy of five hundred pounds with the Interest, three hundred pounds, making in the whole Eight hundred pounds, given to pious uses in New England, to the opinion of the Attorney General, for the distribution of the said Charity and other matters relating thereto mentioned in his Lordship's order. All parties concerned have agreed humbly to propose to Mr. Attorney General that three fourths of the said Eight hundred pounds and the produce thereof be for the benefit of Harvard College at Cambridge in the province of Massachusetts Bay in New England, for bringing up students in Divinity for the service of the country, and that the other fourth part and the produce thereof be for the benefit of the Grammar School at the Town of Cambridge, for the bringing up of youth to be said Colledge. That the said Eight hundred pounds be vested in a purchase of houses or Land in the said Province. To the end that the rents and profits thereof may be perpetuated to the benefit of said Colledge and School in proportion as above mentioned, and that the purchase be made in the names of following, viz.: Joseph

Dudley, William Taylor, Isaac Addington, Waitstill Winthrop, Samuel Sewall, Eliachim Hutchinson, Peter Sergeant, Penn Townsend, Edward Bromfield, John Higginson, Simon Stoddard, Esq., Increase Mather, Doctor in Divinity, John Leverett, President of Harvard College, Jeremy Dummer, John Burrill, Thomas Brattle, Esq., William Brattle, minister of Cambridge, Nehemiah Walter, minister of Roxbury, Daniel Oliver, Thomas Fitch, merchants at Boston, and that the said Trustees be obliged to meet yearly, the first Tuesday in May, at such place as they shall agree upon, to consider on the affairs of their trust and at other times *pro Re nata*, as the Treasurer shall give notice. That Samuel Sewall, Esq., be Treas. for the first year to commence from the first Thursday in May, after the first meeting of the said Trustees, that seven and not less of ye said Trustees make a Quorum to do business, all of them being duly warned that whenever any of ye Trustees dye or remove out of the province, the remaining Trustees being not less than seven, be empowered to choose such persons to compleat their number as a majority of them shall agree upon. That three fourth parts of the Charity proposed to be appropriated to the Colledge be for ye encouragement of four Bachelors of Art, to reside at the Colledge and perform publick exercises in Theology in such manner as shall be approved by the President and Corporation of the Colledge. That if four Bachelors of Art whose circumstances may require such Charitable assistance shall not be found at one time to accept thereof, it be in ye power of ye Corporation of ye Colledge aforesaid, to apply it in the same proportion among the Masters of Art that shall reside at Colledge. That no Master or Bachelor of Art shall enjoy the proportion or any part of said Charity for more than the space of five years. That no Master or Bachelor receiving any of the publick money, shall be entitled to any part of this charity. That every Master of Art or Bachelor of Art who shall be entitled to receive part of this Charity, shall be obliged to pay after the rate of two shillings on the pound for what he shall so receive, to the Treasurer of ye Colledge for the time being, towards a fund for ye use hereafter mentioned. Namely—to Buy Books, and reward the industry of such undergraduates as shall distinguish themselves by their application to their studies, as the President for ye time being shall think proper, and that in the Election of Bachelors of Art to receive the benefit of this Charity, regard be first had to such undergraduates as shall by their industry have obtained a reward as aforesaid. As to the Grammar School, 'tis our humble opinion that the aforesaid quarter part proposed to be appropriated to it, be given entirely to the Master of Cambridge School. In consideration of his instructing in Grammar Learning five Boys who shall be nominated by the President and Fellows of Harvard Colledge, and the minister of Cambridge for the time being, and that the said President and Fellows and minister, or any three of them, be visitors of the said School, to see that so many children are taught, and every year, the week before the commencement, the Boys who shall receive the benefit of this Charity, shall give proof of their proficiency in Learning—at such hour and place as the Visitors aforesaid shall think fit to appoint. All which is most humbly submitted by ye honour's most obedient humble servants. Signed by order of the Company for propagating the Gospell in New England and parts adjacent in America. Wm. Ashurst, Governor; John Gunston, Treas.; John Clark, Clerk; Jeremy Dummer, Agent for New England; Henry Newman, agent for Harvard Colledge, at Cambridge in New England, and as in and by the said severall orders and Reports, all remaining fyled and entered with the Register of this Court, may more at large appear. And by an order of the Twentyeth of December, One Thousand seven hundred and twelve. It was ordered that the said Report, and all the words and things therein contained should stand ratified and confirmed by the Ord. Authority and Decree of this court to be observed and performed by all parties thereto according to the Tenure and true meaning thereof, unless the parties concerned having notice thereof, should within eight days after such notice, shew unto this court good cause to ye contrary, and now upon opening of the matter this present day unto this court by the complainant's counsell, and forasmuch as due notice was given of the said order of the Twentyeth of December last to all parties, except the President and Fellows of Harvard College at Cambridge in New England, as by affidavit appears, and that no exceptions are taken to the said Master Attorney General's Report, as by the said Registrar's certificate appears. This court doth think fitt and accordingly it is this present day (that is to say), on Thursday, the Twenty-ninth day of January, in the Eleventh year of the reigne of our Most Gracious sovereign Lady Anne, by the grace of God, of Great Britain, France and Ireland, Queen Defendant of the Faith, &c. By the Right Honourable Symon Lord Har-

court, Baron of Stanton — Harcourt, Lord keeper of the Great Seal of Great Britain, and by the power and authority of the High and Honourable Court of Chancery, Ordered and Adjudged and Decreed that the said order of the twentyeth of December last, be and the same is hereby made absolute, Mr. Melmoth of Counsell for ye said President and Fellows of this Colledge consenting thereto.

March 19th, 1712.

Harcourt Cs.

I. TREVOR.

Copy of the Act of 1839 in Regard to the Hopkins Fund.

The following is the act to authorize the Trustees of the Charity of Edward Hopkins to establish a Classical School in the town of Cambridge.

Be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The trustees of the charity of Edward Hopkins are hereby authorized to establish, in the town of Cambridge, a classical school, the main object of which shall be to prepare boys for admission to Harvard University, and for this purpose, may purchase and hold, in their corporate name, a lot of land in said town, and erect thereon suitable buildings, the whole costs of which shall not exceed ten thousand dollars.

SECT. 2. The visitation of said school, and the right and authority to appoint instructors and make and ordain suitable rules and by-laws for the government thereof, shall be vested in the president and fellows of Harvard College, the minister of the First Church in Cambridge, and the chairmen of the selectmen and school committee of said town.

SECT. 3. The said trustees, the visitors of said school, and the instructors thereof, shall receive into the same when established, and admit to all its benefits, privileges and advantages, free of expense, any number of boys, not exceeding nine, at any time belonging to the town of Cambridge or elsewhere, who, being suitably qualified, shall be selected and presented for admission thereto by the school committee of said town.

SECT. 4. The said trustees are hereby authorized to apply one fourth part of the net income of their funds to the support of said school, so long as the same shall continue to be maintained in said town, and shall, during that time, be exempted from all obligations to pay any portion of said income to any other school in said town or the master thereof; *provided, however*, if the said school shall not be established within two years after the passage of this act, or shall, at any time thereafter, cease to be supported in said town, as is herein provided, the said trustees shall annually pay over the said fourth part of the net income of their funds to the treasurer of the town of Cambridge, on condition that the said town of Cambridge shall provide and maintain a school, and perform and comply with the other duties and provisions contained in the next section of this act.

SECT. 5. The town of Cambridge shall annually apply so much of said income, as may at any time hereafter be paid to the treasurer thereof, in pursuance of the proviso contained in the preceding section of this act, to the instruction of nine boys in the learning requisite for admission to Harvard University; the said instruction to be furnished in a public school in said town, the instructor of which shall be at all times competent to give such instruction; and said town shall, so long as said income shall continue to be paid, receive into said school, and admit to all the benefits, privileges and advantages thereof, free of expense, any number of boys not exceeding nine at any time, who, being properly qualified, shall be selected and presented for admission thereto, by the president and fellows of Harvard College, and the minister of the First Church in Cambridge, who shall be the visitors of said school for the purpose of seeing that the duties and provisions in this section are duly complied with and performed.

SECT. 6. The said trustees are hereby authorized to pay annually to the treasurer of Harvard College, one tenth part of that portion of their income, which is appropriated for the benefit of theological students to be applied for the purchase of books, as a reward to meritorious under-graduates, without regard to the number of theological students who may be assisted by this charity.

(April 10, 1839.)

Agreement between City of Cambridge and Trustees of Hopkins Funds, 1854.

The Committee on the subject of the "Hopkins Fund" reported an agreement between the Trustees of said Fund and the City, which was ratified and confirmed by this Board, to wit:—

The following agreement and contract is entered into this day between the Trustees of the Charity of Edward Hopkins, on the one part, and the City of Cambridge, on the other part.

First. The Trustees of the Charity of Edward Hopkins agree, that the Hopkins Classical School, established in pursuance of an Act of the Legislature, passed April 10th, 1839, be discontinued for the present, as provided for in the fourth and fifth sections of said act, and that such part of the income of the Hopkins Fund as has been heretofore appropriated to the support of the said Hopkins Classical School, shall be paid over to the Treasurer of the City of Cambridge, as provided for and directed by said Act.

Secondly. The City of Cambridge, on their part, agree that the money, thus paid over by the said Trustees of the Hopkins Charity to the City Treasurer, shall be subject to the order of the School Committee of said City, to be by them appropriated exclusively to the improvement of the means of Classical instruction in the High School under their charge. The understanding and agreement between the parties is, that the money thus derived from the Hopkins Fund, shall be considered as so much added to the provisions already made by the City for said High School, and that the benefits of the same are to accrue exclusively to boys in said school, preparing to enter College.

Thirdly. It is also understood and agreed, in conformity with the fifth section of the Act before cited, that the City of Cambridge, so long, as said portion of the income of the Hopkins Fund is paid into the City Treasury, as aforesaid, shall receive into said High School, and admit to all the privileges and advantages thereof, free of expense, any number of boys, not exceeding nine at any time, who being properly qualified shall be selected and presented for admission thereto by the President and Fellows of Harvard College and the minister of the First Church in Cambridge; and the said President and Fellows of Harvard College and the minister of the First Church in Cambridge, as provided in the Act aforesaid, shall be the visitors of said High School, for the purpose of seeing that the terms and conditions of this agreement are duly complied with and fulfilled.

Lastly. Furthermore it is understood and agreed between the parties to this contract, that the Trustees of the Charity of Edward Hopkins reserve the right to reopen the Hopkins Classical School whenever they shall see fit, and to apply the income of this Fund to its support as heretofore, and that in that event the City of Cambridge will release the said Trustees from all liability to pay over any part of the income of said Fund for the use of any other school in said City, or the master thereof, so long as the said Hopkins Classical School shall be maintained and conducted according to the provisions of the Act before mentioned. In testimony of this agreement and contract, entered into August 28th, 1854, we the Committees severally representing the two contracting parties, do hereto subscribe our names,—James Walker, Sidney Willard, William Newell, Committee of the Trustees of the Hopkins Charity.—Abraham Edwards, William A. Saunders, Henry S. Hills, H. M. Chamberlain, Committee on behalf of the City Government of Cambridge.





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